

	WORK SESSION	
	Water and Sewer Project Updates and MDEQ Updates	
	6:00 to 7:00 Copeland Board Room	

**THE VILLAGE OF DEXTER
VILLAGE COUNCIL MEETING
MONDAY October 22, 2007**

*******7:30pm*******

Dexter Senior Center, 7720 Dexter Ann Arbor Road

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

B. ROLL CALL: President Seta J.Carson P. Cousins S. Keough
 J. Semifero R. Tell D. Fisher

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting Minutes – October 8, 2007 **Page# 1-6**

D. PRE-ARRANGED PARTICIPATION:

Pre-arranged participation will be limited to those who notify the Village office before 5:00 p.m. Tuesday of the week preceding the meeting, stating name, intent and time requirements. (10-minute limit per participant)

DACC- Gordon Darr, Marketing Director
Mary Pierce, Think Dexter First Program

E. APPROVAL OF AGENDA:

F. PUBLIC HEARINGS

Action on each public hearing will be taken immediately following the close of the hearing

None

"This meeting is open to all members of the public under Michigan Open Meetings Act."

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G. NON-ARRANGED PARTICIPATION:

Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives

H. COMMUNICATIONS:

1. Waste Management –Holiday Schedule 2008
2. Leaf Pick-Up Schedule

Page# 7-8

I. REPORTS:

1. Board and Commission Reports
WWAVE Annual Report - Jim Carson

Page# 9-14

2. Subcommittee Reports

3. Village Manager Report

Page# 15-18

4. President's Report

J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.

1. Consideration of: Bills & Payroll in the amount of: **\$177,592.86**

Page# 19-26

K. OLD BUSINESS- Consideration and Discussion of:

1. Discussion of: Main Street Bridge Project – Phase 2 Funding Update

MDOT- Funding Update email of 10-15-07
WCRC Meeting 10-17-07 Update- Paul Cousins

Page# 27-28

ACTION ITEM: Consideration of: Authorization to enter into an agreement with WCRC for initial EA and Preliminary Design Work to proceed with Phase 2 of the Bridge Project. Document to be provided at the table.

2. Consideration of: UMRC Development Agreement

Action Postponed from the September 10, 2007 meeting.

Page# 29-68

L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Request from Mr. Haeussler the Sloan Kingsley Property owner to reaffirm the annexation petition

Page# 69-90

2. Consideration of: Setting a Public Hearing for the CDBG Economic Development Grant closeout

Page# 91-92

3. Consideration of: RESOLUTION FOR THE PURPOSE OF ESTABLISHING TREE REPLACEMENT FEES FOR CONTRIBUTION TO THE VILLAGE'S TREE FUND

Page# 93-94

4. Consideration of: Request from James G. Haeussler of Peters Building Company to designate Cambridge Drive (Plat1 and Phase 2) and Preston Circle (5a) as public roads.

Page# 95-98

5. Consideration of: Recommendation that no post-retirement adjustment effective January 1, 2008 be adopted for MERS eligible retirees.

Page# 99-104

"This meeting is open to all members of the public under Michigan Open Meetings Act."

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6. Consideration of: Recommendation to enter into a "Right of Entry Agreement" with the Dexter Community Schools for 5th Well Site Exploration purposes

Page# 105-110

M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.

O. ADJOURNMENT:

"This meeting is open to all members of the public under Michigan Open Meetings Act."

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DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, OCTOBER 8, 2007

AGENDA 10-22-07
ITEM C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 by President Seta in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

B. ROLL CALL:

D. Fisher P. Cousins S. Keough
J. Semifero J. Carson (left at 9:10)
J. Seta R. Tell

C. APPROVAL OF THE MINUTES

Minutes of the Regular Council meeting of September 24, 2007.

Motion Carson, support Tell to approve the minutes of September 24, 2007 as presented.

Ayes: Cousins, Fisher, Keough, Semifero, Tell, Carson, Seta.

Nays: none

Motion carries

D. PREARRANGED PARTICIPATION

none

E. APPROVAL OF THE AGENDA

Motion Carson, support Fisher to approve the agenda as presented.

Ayes: Keough, Semifero, Tell, Carson, Fisher, Cousins, Seta.

Nays: none

Motion carries

F. PUBLIC HEARINGS

none

G. NON-ARRANGED PARTICIPATION:

Mary Fialkowski of 8055 Forest- 444 signatures on petition against Sloan-Kingsley development or 425 agreement (petitions are available at Village office; letter is attached to minutes as requested)

Cindy Glahn of 5535 Dexter Townhall Rd. also against annexation for the following reasons:

Keep small town feel

Many houses already available

Demographics of the area will change
Traffic will become a bigger problem
How will the schools accommodate many more students?

Chris Justice of 1095 N. Parker indicates that many issues must be considered including:
Schools, traffic and sewer services

Charles Van Heck of 437 Cambridge Dr. notes the following:
What is the vision for the Village in the future?
Economic impact, can we sustain?
Industry impact, attract business not homes
Trust of the people, cityhood and annexation to a vote?

Nancy McLeod of 769 Forrest states that we do not need to increase the responsibility of the Council- no annexation.

H. COMMUNICATIONS:

1. WC Road Commission Media Advisory 9-17-07
2. Department of Treasury 9-19-07
3. Soldier Appreciation Day – October 20, 2007

I. REPORTS

1. Board and Commission Reports
SEMCOG 2035 forecast meeting- Jim Carson
2. Subcommittee reports
3. Village Manager Report
Mrs. Dettling submits her report as per packet
4. President's Report
How can we communicate better?
Dexter Village Council marketing plan?

J. CONSENT AGENDA

1. Consideration of: Bills and payroll in the amount of \$189,428.56

Motion Fisher, support Keough to approve the consent agenda as presented.

Ayes: Semifero, Tell, Fisher, Carson, Cousins, Keough, Seta.

Nays: None

Motion carries

K. OLD BUSINESS-Consideration and Discussion of:

1. Discussion of : Main St. Bridge Project- Phase 2 funding update
Pam Byrnes e-mail update- funding extension
WATS funding update- Jim Carson

2. Consideration of: UMRC Development Agreement
Action postponed from the September 10, 2007 meeting

Motion Fisher, support Carson to postpone this consideration until more information is provided to the committee responsible for review.

Ayes: Tell, Carson, Cousins, Keough, Fisher, Semifero, Seta.
Nays: none
Motion carries

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Resolution for the purpose of establishing Mill Pond Park-Concept Planning Committee

Motion Fisher, support Carson to approve the resolution for the purpose of establishing Mill Pond Park-Concept Committee.

Ayes: Carson, Cousins, Fisher, Keough, Semifero, Tell, Seta.
Nays: none
Motion carries

2. Consideration of: Recommendation from Planning Commission to adopt the final site plan for Dexter Wellness Center.

Motion Cousins, support Tell to approve the recommendation from planning commission re: the final site plan for Dexter Wellness Center with the attendant conditions outlined in said motion – agenda 10-8-07, Item L2.

Ayes: Cousins, Fisher, Keough, Semifero, Tell, Carson, Seta.
Nays: none
Motion carries

3. Consideration of: Recommendation from planning commission to support the request from Katie's Restaurant to extend their Final Site plan until October 8, 2008.

Motion Tell, support Semifero to approve the recommendation from Planning to extend the final site plan for Katie's Restaurant until October 8, 2008.

Ayes: Keough, Semifero, Tell, Fisher, Cousins, Seta.
Absent: Carson
Nays: none
Motion carries

4. Consideration of: Recommendation to authorize the Village President to sign the removal of the dam " mutual release agreement " on behalf of the Village of Dexter.

Motion Semifero, support Keough to approve the recommendation to authorize the Village President to sign the removal of dam " mutual release agreement " on behalf of the Village of Dexter.

Ayes: Keough, Semifero, Tell, Fisher, Cousins, Seta.

Absent: Carson

Nays: none

Motion carries

M. COUNCIL COMMENTS

Keough	Metro Parks trail to Village info available
Cousins	Kiosks sent to powder coaters, soon in Village
	Sunday 10-21-07 healthy walk
Fisher	no
Boyle	no
Tell	semcog meeting indicates that Washtenaw County population is increasing
	Apple Daze was good, well attended
Semifero	Thanks to D. Dettling re: street lights
	Metro Parks path- homeowner's issue?
	Set date for question and answer re: Sloan-Kingsley- action item
	Next agenda?

N. NON-ARRANGED PARTICIPATION

Scott Stivers of 3470 Inverness

Topic is annexation and development of Sloan-Kingsley

Believes the issue is density, and constituents are concerned about same.

O. ADJOURNMENT

Motion Fisher support Keough to adjourn at 9:25

Unanimous voice vote

Respectfully submitted,

David F. Boyle

Clerk, Village of Dexter

Approved for Filing: _____

Good evening.

My name is Mary Fialkowski. I live at 8055 Forest Street. I wish to address the Village Trustees and President Seta speaking about the proposed annexation of the property currently known as the Sloan-Kingsley property on Baker Road. I wish to make my comments part of the permanent meeting record.

As you know, I began to collect petition signatures four weeks ago as a way of my finding out how many people agreed with the proposed annexation of 320 acres of property on Baker Road, to be developed into 575 homes, as well as, commercial sites.

To date, I have collected 417 signatures. In addition, I have received letters and telephone calls from many people expressing their desire that Dexter remain a small, beautiful village, which was the main reason they moved here.

The Dexter leader recently conducted a poll on their website, the statistics of which revealed that 78% of the votes were cast to the bullet item **"the community is not set up to handle the increased population"**.

We seem to have an impressive turnout this evening. It is important to me, and the people that I have been talking with, to know if the people here are in favor of the proposed annexation or against the proposed annexation. For the record, I ask the people who are here in support of the annexation to indicate by raising their hand. Those who are opposed to the annexation, please raise your hand.

A local Village realtor informed me this past week that there are approximately 320 vacant homes, plus approximately 220 vacant lots for sale in the Dexter School District area. Of this 320 figure, approximately 99 of the vacant homes are located within the Village limits. Both Dexter Crossing and the Westridge subdivision have numerous vacant lots for sale that are yet to be developed. These figures do not include large developments that have been approved for the North Territorial and Dexter Townhall Road area, the farm located at Island Lake and Dexter Townhall Roads and another development proposed for Webster Township. To me it seems reasonable to utilize these properties before adding new development of additional homes and businesses.

This past week I have had an opportunity to read the Village Master Plan. This was recommended by the Planning Commission and subsequently adopted by the Village Council on a unanimous vote. As I read it, the proposed annexation and Draft 425 Agreement goes against the Master Plan. Within the document, under Objectives, the following is written: **"extensions of sewer and water service shall not be made which result in a burden to existing residents and businesses"**. Under Residential Goals, the following objective is written, **"allow residential density levels that correspond to available infrastructure: sewer, water and roads and adjacent land use"**.

Additional verbiage in the Village Master Plan encourages **"the pattern, layout and design elements of the existing neighborhoods that will emphasize the Village center's rural small town image"**.

"A strong sense of community and small town feel", was listed under Strengths in the Master Plan.

In the section of the Plan listing threats to the Village were the following items:

- **GROWING TOO FAST**
- **HIGHER TAX RATES FOR VILLAGE RESIDENTS**
- **AN INCREASING RELIANCE ON AUTOMOBILES AS RELATED TO LAND USE.**

This most important item is on the agenda for the Scio Township Board of Trustees meeting of tomorrow evening, that being, whether Scio Township will enter into further negotiations regarding a 425 Agreement to allow the annexation of this 320 acre parcel of 575 residential units and additional commercial sites into our quaint Village of Dexter. This decision will be made tomorrow, Tuesday, October 9th at 7:00 PM, at the Scio Township Hall located on Zeeb Road.

I encourage all citizens present tonight and all other interested parties to attend and be counted at the Scio Township Board of Trustees meeting. We must support the Scio Trustees in their adherence to their election platform and Scio Master Plan.

Thank you for your consideration.

Mary Fialkowski
Mary Fialkowski

10-8-07
Date



October 15, 2007

WASTE MANAGEMENT
DETROIT MARKET AREA
48797 Alpha Drive – Suite 100
Wixom, MI 48393
(248) 596-3500
(248) 596-3595 Fax

Dear Municipal Official:

RE: HOLIDAY SCHEDULE

This is to advise you of the holiday schedule for the calendar year 2008 and New Year's Day 2009.

It is Waste Management's intention to minimize the potential for service issues during each of the holidays. You can assist us by informing residents through your newsletters, public access channels and any other means of disseminating public information.

CALENDAR YEAR 2008

New Year's Day – Tuesday, January 1, 2008

Monday – Collection is on schedule

Tuesday – No collection scheduled.

Collection one day behind Wednesday – Saturday

Memorial Day – Monday, May 26, 2008

Monday – No collection scheduled.

Collection one day behind Tuesday – Saturday

Independence Day – Friday, July 4, 2008

Monday – Thursday collection on schedule

Friday – No collection scheduled.

Collection one day behind Saturday only

Labor Day – Monday, September 1, 2008

Monday – No collection scheduled

Collection on day behind Tuesday – Saturday

Thanksgiving Day – Thursday, November 27, 2008

Monday – Wednesday collection on schedule

Thursday – No collection scheduled

Collection one day behind Friday and Saturday

Christmas Day – Thursday, December 25, 2008

Monday – Wednesday collection on schedule.

Thursday – No collection scheduled.

Collection one day behind Friday and Saturday

CALENDAR YEAR 2009

New Year's Day – Thursday, January 1, 2009

Monday – Wednesday collection on schedule.

Thursday – No collection scheduled.

Collection one day behind Friday and Saturday

Donna Dettling

AGENDA 10-22-07

From: Ed Lobdell [elobdell@villageofdexter.org]

Sent: Thursday, October 11, 2007 2:25 PM

To: Donna Dettling

Subject: Fw: Leaf Pick-up

ITEM H-2

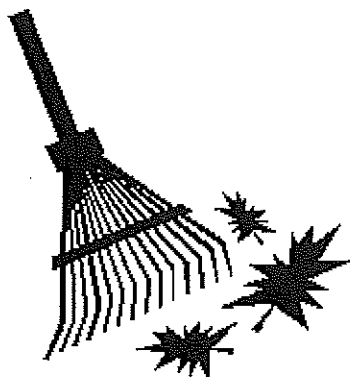
----- Original Message -----

From: Kurt Augustine

To: Ed Lobdell (E-mail)

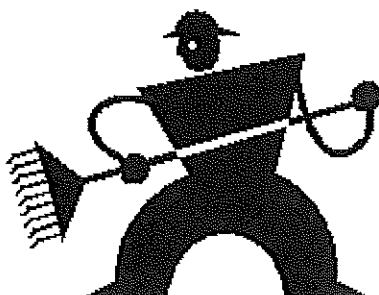
Sent: Wednesday, October 03, 2007 10:06 AM

Subject: Leaf Pick-up



LEAF PICK-UP

LEAF PICK-UP WITH THE VACUUM TRUCK WILL START THE WEEK OF OCTOBER 22, 2007, AND CONTINUE THRU THE FIRST WEEK OF DECEMBER PROVIDING THAT WE DON'T GET A BIG SNOWFALL. PICK-UP OF THE VILLAGE APPROVED COMPOST BAGS WILL CONTINUE ON FRIDAYS BY WASTE MANAGEMENT . PLEASE DO NOT PUT ANY DEBRIS (GARBAGE, STICKS, ETC.) IN THE LEAF PILES AND PLEASE DON'T RAKE LEAVES INTO DITCHES OR PARKING SPOTS. THANK YOU FOR YOUR COOPERATION.





AGENDA 10-22-07

ITEM I-1

October 12, 2007

(734) 475-9494
Ride reservations
& informaton

©

(734) 433-1338
Administration

Dear Village of Dexter Council,

The Western-Washtenaw Area Value Express (WAVE) Board of Directors, staff, and I would like to extend our sincerest thanks for your financial support during this fiscal year.

Your support shows that you understand how community-based transportation programs enrich the lives of Dexter residents and local businesses. It's easy to see that your priority is the people through the support of a mobility management program that connect homes, businesses, and services.

In this day of rising fuel costs, environmental concerns, and the aging of the baby boomer population, putting in place and maintaining affordable, community transportation programs well before crisis-state is a priority nationwide. We thank you as well as congratulation you for being leaders in support of hometown transportation programs.

You understand that supporting WAVE supports community!

Best regards,

Michaelene Pawlak

Michaelene Pawlak, Executive Director
Western-Washtenaw Area Value Express

© Ride the W.A.V.E. © P.O. Box 2712 © Chelsea, MI 48118-0272 ©

**Western-Washtenaw Area Value Express
Dexter Door-to-Door Statistics
Program #4
October 2006 - September 2007**

TOTALS					TOTALS					
Month	Regular	Elderly	Disabled & W/C Disabled	Elderly & Disabled	Regular	Elderly	Disabled & W/C Disabled	Elderly & Disabled	TOTALS	
October	0	32	9	0	41	35	84	235	13	367
November	0	19	16	0	35	53	92	237	0	382
December	0	20	9	0	29	34	80	145	0	259
January	0	21	2	0	23	7	45	275	0	327
February	0	16	0	0	16	31	54	269	0	354
March	0	30	0	0	30	53	121	295	0	469
April	2	25	0	0	27	29	79	228	0	336
May	0	24	0	8	32	2	101	235	0	338
June	0	65	0	4	69	4	77	135	0	216
July	1	39	0	8	48	6	63	173	0	242
August	0	33	0	4	37	3	90	128	0	221
September	0	36	0	0	36	1	86	286	0	373
Total Specialized Services (Medical)					423	Total All Other Services				3884

Total Regular		Total Elderly		Total Disabled & W/C Disabled		Total Elderly & Disabled	
3	360	36	24	258	972	2641	13

**Western-Washtenaw Area Value Express
Community Connector Statistics
Program #3**

October 2006 - September 2007

	Park St.	Wash. St. S.	BATES	Dx Shelter	Dx Senior Ctr	MC M.S.	Dexter Crossing	Cnrstn. El.	Scio	Meijer	Route #9
Oct-06	84	82	6	59	20	23	53	22	52	85	311
Nov-06	87	92	2	75	19	17	46	30	53	80	333
Dec-06	78	32	13	33	21	36	40	15	62	88	276
Jan-07	84	61	23	46	20	37	57	21	77	84	298
Feb-07	81	18	10	44	14	15	39	15	52	66	241
Mar-07	97	75	13	50	22	18	57	18	63	115	361
Apr-07	105	24	0	54	24	12	50	22	60	94	319
May-07	96	57	13	45	28	41	43	32	60	78	410
Jun-07	94	28	12	31	25	11	38	22	90	37	336
Jul-07	112	11	31	39	24	3	44	29	92	34	346
Aug-07	123	6	16	46	31	10	49	30	98	23	361
Sep-07	134	52	39	46	42	16	36	25	103	37	368
Grand Total	1175	538	178	568	290	239	552	281	862	821	3960
											9464

<u>Program</u>	<u>2005-2006 Stats</u>	<u>2006-2007 Stats</u>
#1 Chelsea	7,025	7,699
#2 Groups	3,069	3,650
#3 Com: Con:	7,705	9,464
#4 Dexter	<u>2,521</u>	<u>4,307</u>
Combined:	20,320	25,120

		AATA Fiscal Yr												
		Total 10/1/2007 9/30/2008	2006 Oct	Nov	Dec	2007 Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
Revenues:														
AATA grant	Specialized services	12,859			3,215			3,215			3,215			3,215
AATA grant	54.62% of non-SS exp	172,964	14,414	14,414	14,414	14,414	14,414	14,414	14,414	14,414	14,414	14,414	14,414	14,414
Donations	City of Chelsea	30,000										30,000		
	Sylvan Township	2,500							2,500					
	Chelsea United Way	16,000		8,000					8,000					
	Kiwanis	3,000									3,000			
	Lions	1,000				1,000								
	CRC Resident Council	2,000			2,000									
	CRC	0						0						0
	Chelsea Community Hospital	5,000											5,000	
	Rotary	1,000				1,000								
	Dexter Connector	12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
	Dexter Lions	0				0								
	Solo donor	3,000						1,500						1,500
	Dexter Village bus	7,000	587	583	583	583	583	583	583	583	583	583	583	583
	Donation Envelopes	5,000	1,000	1,000	750	250	250	250	250	250	250	250	250	250
	Dexter donations	0												
	Foundations	12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
AAA 1-B grant		0												
Program 1 Chelsea		10,000	833	833	833	833	833	833	833	833	833	833	833	833
Program 2 Special Trips		18,000	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Program 3 Comm Connector		15,000	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Program 4 Dexter Door2Door		7,800	700	700	700	700	700	700	700	700	500	500	500	700
RTAP donations		2,000	167	167	167	167	167	167	167	167	167	167	167	167
		0	0	0	0	0	0	0	0	0	0	0	0	0
Misc		0	0	0	0	0	0	0	0	0	0	0	0	0
Total Revenues		338,123	22,201	30,197	27,161	23,447	21,447	26,161	31,947	21,447	27,461	51,247	26,247	26,161
Expenses:														
Drivers	4.8 FTE	122,785	10,232	10,232	10,232	10,232	10,232	10,232	10,232	10,232	10,232	10,232	10,232	10,232
Lead Driver	.8375 FTE	0	0	0	0	0	0	0	0	0	0	0	0	0
Dispatcher	1.0 FTE	26,686	2,224	2,224	2,224	2,224	2,224	2,224	2,224	2,224	2,224	2,224	2,224	2,224
Sick/Vacator	12 days/yr 4 FTEs; + 8 hrs/mo; + 7 hrs	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrator	1.0 FTE	52,726	4,394	4,394	4,394	4,394	4,394	4,394	4,394	4,394	4,394	4,394	4,394	4,394
total wages paid		202,196	16,850	16,850	16,850	16,850	16,850	16,850	16,850	16,850	16,850	16,850	16,850	16,850
FICA	7.65 % of wages	15,468	1,289	1,289	1,289	1,289	1,289	1,289	1,289	1,289	1,289	1,289	1,289	1,289
Workers' Con	drivers at 5.4%	6,630	553	553	553	553	553	553	553	553	553	553	553	553
	clerical at 0.39%	104	9	9	9	9	9	9	9	9	9	9	9	9
	admin at 0.66%	348	29	29	29	29	29	29	29	29	29	29	29	29
MESC	1.00% first \$9000 for 6.5 FTEs	655	10	10	10	117	117	117	117	117	10	10	10	10
FSL		1,500	125	125	125	125	125	125	125	125	125	125	125	125
Benefits - Administrator		8,259	960	537	537	975	550	550	975	550	550	975	550	550
Benefits - Dispatcher		0												
Benefits - Driver 1		0												
Benefits - Driver 2		0												
Benefits - Driver 3		0												
Gas and Oil		31,600	2,500	2,500	2,500	2,500	2,500	2,500	2,700	2,600	2,600	2,600	2,600	2,700
Gas and Oil		0												
Gas and Oil		0												
Gas and Oil		0												
Gas and Oil		0												
Gas and Oil		0												
Insurance Springer Agency		0	0	0	0	0	0	0	0	0	0	0	0	0
Insurance Brown/igg		17,826	1,292	1,292	1,292	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550
Insurance Sp General Liab		0								0				
Bus Insurance		0												
Bus Insurance		0												
Bus Insurance		0												
Bus Insurance		0												
Office Insurance		0												
Bus maintenance		24,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Bus maintenance		0												
Bus maintenance		0												
Bus maintenance		0												
Bus supplies		480	40	40	40	40	40	40	40	40	40	40	40	40
Bus washing		480	40	40	40	40	40	40	40	40	40	40	40	40
Phone		5,700	475	475	475	475	475	475	475	475	475	475	475	475
Electric		780	20	20	120	120	120	120	100	80	20	20	20	20
Office supplies		2,400	200	200	200	200	200	200	200	200	200	200	200	200
Audit		4,000		4,000										
Bonds		0				0								
Misc		600	50	50	50	50	50	50	50	50	50	50	50	50
Drug Testing		600	50	50	50	50	50	50	50	50	50	50	50	50
Travel reimb		300	25	25	25	25	25	25	25	25	25	25	25	25
Education		2,000	167	167	167	167	167	167	167	167	167	167	167	167
Staff Recognition		600	50	50	50	50	50	50	50	50	50	50	50	50
Promotion		3,000	250	250	250	250	250	250	250	250	250	250	250	250
Total expenses		329,627	26,983	30,660	26,680	27,453	27,038	27,038	27,643	27,258	27,131	27,656	27,131	27,031
allocate overhead														
Net Income/Loss		8,596	-4,782	-363	502	-4,016	-5,591	-876	4,304	-5,851	331	23,691	-884	-669
miles														
ridership														

AGENDA 10-22-07

ITEM I-3

Manager Report

October 22, 2007

Page 1 of 1

VILLAGE OF DEXTER

ddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 ext 11 Fax (734)426-5614

MEMO

To: President Seta and Council Members

From: Donna Dettling, Village Manager

Date: October 22, 2007

Re: Village Manager Report

1. Meeting Review:

- October 5th – Joe Schulz, re: Schulz development
- October 9th – Staff meeting
- October 10th – PSU Overtime deployment Plan
- October 11th – Schulz Development, re: Site Plan meeting
- October 11th – DDA meeting
- October 17th – WCRC re: Main St. Bridge Phase 2 meeting
- October 18th – Chelsea Hospital re: Pandemic Flu Preparedness
- October 19th – Karen Bentley re: New Dexter Daze Chair

2. PSU Update. Reminder, a joint session for Dexter and Webster Township and the Village to get together for a presentation and discussion of a potential interlocal agreement and an over-time deployment plan. **This meeting is scheduled for Monday, October 29th from 7:00 to 9:00 p.m. at Webster Township Hall.** Please mark your calendars for this joint meeting.
3. CMAQ. The final item for the Downtown Signal Enhancement project is for Jim Valenta to provide a timing program for the signals. The Signals are being monitored and tweaked until satisfactory traffic movements are achieved.
4. Water Main Break. A Water Main between Wylie and Bates required the evacuation of Bates Elementary on Wednesday, October 17th. Students were moved to Creekside for the day, due to the water being shut off to repair the break. Village crews responded quickly and were able to repair the break that day. Ed Lobdell will provide an update of this incident in his next report.
5. MEDC – Community Development Block Grant (CDBG) Revolving Loan Fund (RLF). A letter from the State informing the Village to return \$61,931 in RLF is attached to my report. The village is one of 9 communities targeted for return of RLF funds.



MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

300 N. WASHINGTON SQ.
LANSING, MI 48913

CUSTOMER
CONTACT CENTER
517 373 9808

WWW.MICHIGAN.ORG

October 1, 2007

Ms. Donna Dettling, Village Manager
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

EXECUTIVE COMMITTEE

MATTHEW P. CULLEN
Chair
General Motors

PHILIP H. POWER
Vice-Chair
HCN, Inc.

JAMES C. EPOLITO
President & CEO

RICHARD E. BLOUSE JR., CCE
Detroit Regional Chamber

JOHN W. BROWN
Stryker Corporation

DR. DAVID E. COLE
Center for
Automotive Research

JOANN CRARY
Saginaw Future Inc.

DR. HAIFA FAKHOURI
Arab American and
Chaldean Council

STEVEN K. HAMP
Ann Arbor

HAYDEN H. HARRIS
EDF Ventures

PAUL HILLEGONDS
DTE Energy Company

GEORGE JACKSON JR.
Detroit Economic Growth
Corporation

MICHAEL J. JANDERNOA
Bridge Street Capital
Partners, LLC.

ROBERT B. JONES
City of Kalamazoo

BIRGIT M. KLOHS
The Right Place, Inc.

F. THOMAS LEWAND
Bodman LLP

DR. IRVIN D. REID
Wayne State University

MICHAEL B. STAEBLER
Pepper Hamilton LLP

ROBERT W. SWANSON
Michigan Department of Labor
& Economic Growth

DENNIS R. TOFFOLO
Oakland County

PETER S. WALTERS
Guardian Industries Corp.

Dear Ms. Dettling:

This letter is to follow up our phone conversation regarding the Village of Dexter's Community Development Block Grant (CDBG) Revolving Loan Fund (RLF). As mentioned during our conversation, this fund has been inactive since June 2003. The US Department of Housing and Urban Development (HUD) has determined that the Village of Dexter's RLF no longer meets the CDBG Program requirements to be considered a RLF therefore all unexpended RLF funds must be returned to the State.

Per HUD's instructions, the Village of Dexter is required to submit to our office the enclosed report showing the unexpended balance of this fund and a check made payable to the State of Michigan for that amount.

HUD has indicated that a check must be received by the state no later than 45 days from the date of this letter. For your convenience we have enclosed a copy of the HUD monitoring finding instructing the state to recapture these funds.

11-15-07

Should you have any questions please contact Ken Murdoch at (517) 373-6207.

Sincerely,

Ken Murdoch

Finding No. 3 – Revolving Loan Funds are not revolving (24 CFR 570.489(f)(1))
Questioned Costs - \$2,427,873

The issue of inactive revolving funds has resulted in two previous monitoring findings. The State has significantly improved the performance of its grantees in this area over the last five years. However, 15 funds did not submit any projects for approval during 2006, with 9 of them not having submitted project since 2004 or earlier. The City of Buchanan

has the longest gap, not having had a new project since January 1, 2000. The nine grantees whose last project submission dates to 2004 or earlier are:

Community	Last Approved Project	Estimated Fund Balance
	April 14, 2003	\$304,662
	November 1, 2003	\$ 87,949
	January 1, 2000	\$ 85,334
Dexter Village	June 16, 2003	\$ 61,931
	February 1, 2000	\$168,684
	August 20, 2003	\$127,594
	July 1, 2001	\$495,459
	September 23, 2004	\$668,666
	June 30, 2004	\$300,000
Total		\$2,427,873

We have determined that these Revolving Loan Funds no longer meet the requirements to be considered revolving loan funds and constitute program income that needs to be used by the State to fund eligible activities.

Recommended Corrective Action: The State should request return of these funds, to be received not later than 45 days after the date of this letter. The funds should then be entered into IDIS as program income and a copy of the screen(s) used to make these entries provided to this office. Funds attributable to any of the identified RLFs for which proof of recapture is not provided within 60 days of the date of this letter will be disallowed and the State requested to reimburse its Letter of Credit from a non-CDBG source.

ITEM 3-1

22-Oct-07

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VENDOR APPROVAL SUMMARY REPORT

Date: 10/17/2007

Time: 4:33pm

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
A-1 RENTAL	A-1 RENTAL	TRIPOD	35.25	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	OFFICE	5.75	0.00
AT&T	AT&T	734 R010375 438 5	51.09	0.00
BENEDICT'S SERVICE INC.	BENED	SANITARY SEWER	3,680.00	0.00
BLUE CARE NETWORK OF MICHIGAN	BLUE CARE	coverage period 11/01-11/30/07	14,474.14	0.00
BOULLION SALES	BOULLION	battery	72.95	0.00
BRIDGEWATER TIRE COMPANY, INC.	BRIDGE TIR	TIRES	309.52	0.00
CARRIER & GABLE, INC.	CARRIER	U-BOLT	46.00	0.00
CHAMPION WATER TREATMENT	CHAMPION W	DPW	16.00	0.00
CHELSEA LUMBER COMPANY	CHEL LUMB	RED PINE	92.72	0.00
CINTAS CORPORATION	CINTAS	OFFICE	683.18	0.00
COMMERCIAL BILLING SERVICE	COMERC BIL	PARTS	24.00	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	DIESEL	1,061.69	0.00
CULLIGAN WATER CONDITIONING	CULLIGAN	SOFTENER	167.92	0.00
DENTAL NETWORK OF AMERICA	DENTAL NET	COVERAGE 11/01-11/30/07	233.40	0.00
DEXTER MILL	DEX MILL	LAWN SEED	111.22	0.00
DEXTER PHARMACY	DEX PHARMA	SHIPPING	9.37	0.00
DIUBLE EQUIPMENT INCORPORATED	DIUBLE EQU	FLANGE	153.87	0.00
DR. BARBARA WEHR	WEHR	PATIENT: NANCY LOBDELL	97.00	0.00
DTE ENERGY	DET EDISON	2949 542 0003 5	15,539.96	0.00
DTE ENERGY-STREET LIGHTING	DTE ENERGY	ITEM #12529	4,393.92	0.00
FIFTH STREET DENTAL CARE	FIFTH STRE	PATIENT: TODD VIEBAHN	68.00	0.00
GADALETO, RAMSBY & ASSOCIATES	FORT DEARB	COVERAGE 11/01-12/01/07	187.50	0.00
GREAT LAKES INTERNATIONAL TRUC	GREAT LAKE	HOUSING	89.90	0.00
HERITAGE NEWSPAPERS	HERITAGE N	ALPHA METAL	483.48	0.00
KENCO, INC.	COUNTRY MA	CALGON	20.78	0.00
KLAPPERICH WELDING	KLAPPERICH	ANGLE 20'	173.00	0.00
LAYNE-NORTHERN	LAYNE-NORT	SERVICE WELL #3	9,430.00	0.00
LESSORS WELDING SUPPLY	LESSORS	ACETYLENE	38.00	0.00
LOWE'S BUSINESS ACCOUNT	LOWE S	FINANCE CHARGE	255.45	0.00
MCNAUGHTON-MCKAY	MCNAUGHTON	STOCK	599.40	0.00
MICHIGAN MUNICIPAL RISK	MI RISK MG		16,719.00	0.00
MICHIGAN RURAL WATER ASSOC	MI RURAL W	MEMBERSHIP DUES	275.00	0.00
MIDWESTERN CONSULTING	MIDWEST	SEPT SERVICE PERIOD	939.95	0.00
MUNICIPAL CODE CORPORATION	MUNI CODE	ANNUAL CODE ON INTERNET FEE	400.00	0.00
NATURE SERVICES, INC.	NATURE	tree work	3,797.50	0.00
PARTS PEDDLER AUTO SUPPLY	PARTS PEDD	OIL FILTER	574.71	0.00
RONALD A. MEYER ELECTRIC, INC.	RON MEYER	LIGHTING FIXTURES	2,355.00	0.00
S.F. STRONG	SF STRONG	C-FOLDS	199.13	0.00
LARRY C. SEBRING	SEBRING/LA	CLOTHING ALLOWANCE	33.00	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF	OFFICE	608.29	0.00
TECH RESOURCES, INC.	TECH RESOU	TOWER REPLACEMENT	1,565.77	0.00
VANSTON OBRIEN, INC	VANSTON	ESCROW REFUND	1,761.81	0.00
WASHTENAW COUNTY TREASURER	W CTY TREA	10/07 LAW ENFORCEMENT	26,910.82	0.00
WASTE MANAGEMENT	WASTE MANA	COMMERCIAL	34,256.41	0.00
WESTERN-WASH. AREA VALUE EXPR.	CATS	DOOR TO DOOR	1,583.33	0.00
Grand Total:			144,584.18	0.00

INVOICE APPROVAL LIST BY FUND

Date: 10/17/2007

Time: 4:33pm

Page: 1

Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Village Manager						
101-172.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN coverage period 11/01-11/30/07	0	10/17/07	10/17/2007	1,626.05
101-172.000-721.000	Health & L	DENTAL NETWORK OF AMERICA COVERAGE 11/01-11/30/07	0	10/17/07	10/17/2007	116.70
101-172.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 11/01-12/01/07	0	10/17/07	10/17/2007	37.50
101-172.000-977.000	Equipment	TECH RESOURCES, INC. TOWER REPLACEMENT	0	6211	10/17/2007	1,565.77
Total Village Manager						3,346.02
Dept: Village Clerk						
101-215.000-815.000	Ordinance	MUNICIPAL CODE CORPORATION ANNUAL CODE ON INTERNET FEE	0	92205	10/17/2007	400.00
101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS COUNCIL	0	1908752	10/17/2007	117.00
101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS ALPHA METAL	0	1910055	10/17/2007	162.00
Total Village Clerk						679.00
Dept: Village Treasurer						
101-253.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN coverage period 11/01-11/30/07	0	10/17/07	10/17/2007	1,175.68
101-253.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 11/01-12/01/07	0	10/17/07	10/17/2007	12.50
101-253.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE OFFICE	0	3092183327	10/17/2007	110.99
Total Village Treasurer						1,299.17
Dept: Buildings & Grounds						
101-265.000-727.000	Office Sup	CINTAS CORPORATION OFFICE	0	300583432	10/17/2007	47.55
101-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE OFFICE	0	3092183327	10/17/2007	74.12
101-265.000-920.000	Utilities	DTE ENERGY 3219 953 0007 6	0		10/15/2007	319.76
101-265.000-920.000	Utilities	DTE ENERGY 3427 979 00063 8	0		10/15/2007	9.71
101-265.000-920.000	Utilities	DTE ENERGY 2949 542 0005 0	0		10/15/2007	183.51
101-265.000-920.000	Utilities	DTE ENERGY 2949 542 0004 3	0		10/15/2007	16.60
101-265.000-955.000	Miscellaneous	ARBOR SPRINGS WATER CO.INC OFFICE	0	987321	10/15/2007	5.75
101-265.000-955.000	Miscellaneous	S.F. STRONG C-FOLDS	0	143734-00	10/17/2007	26.24
101-265.000-955.000	Miscellaneous	CINTAS CORPORATION VILLAGE OFFICE	0	300594723	10/17/2007	47.55
101-265.000-970.000	Capital Im	LOWE'S BUSINESS ACCOUNT METAL HALIDE MOGUL	0	02694	10/17/2007	101.99
101-265.000-970.000	Capital Im	LOWE'S BUSINESS ACCOUNT TEMPERED PERF	0	02423	10/17/2007	143.21
101-265.000-970.000	Capital Im	LOWE'S BUSINESS ACCOUNT FINANCE CHARGE	0		10/17/2007	10.25
Total Buildings & Grounds						986.24
Dept: Village Tree Program						
101-285.000-731.000	Landscape	DEXTER MILL SERVICE CHARGE	0		10/17/2007	1.42
101-285.000-731.000	Landscape	DEXTER MILL LAWN SEED	0	36805	10/17/2007	19.50
101-285.000-731.000	Landscape	DEXTER MILL LAWN SEED	0		10/17/2007	19.50
101-285.000-731.000	Landscape	DEXTER MILL LAWN SEED	0		10/17/2007	70.80
101-285.000-803.000	Contracted	NATURE SERVICES, INC. TREE WORK	0	3143	10/17/2007	1,637.50
101-285.000-803.000	Contracted	NATURE SERVICES, INC. tree work	0	3142	10/17/2007	2,160.00
Total Village Tree Program						3,908.72

INVOICE APPROVAL LIST BY FUND

Date: 10/17/2007

Time: 4:33pm

Page: 2

Village of Dexter

Fund	GL Number	Vendor Name	Check	Invoice	Due	Amount
Department	Abbrev	Invoice Description	Number	Number	Date	
Account						
Fund: General Fund						
Dept: Law Enforcement						
101-301.000-803.000	Contracted	WASHTENAW COUNTY TREASURER	0		10/17/2007	26,910.82
		10/07 LAW ENFORCEMENT		15267		
101-301.000-920.000	Utilities	DTE ENERGY	0		10/15/2007	113.35
		2949 542 0013 4		08/22-09/26		
101-301.000-920.000	Utilities	DTE ENERGY	0		10/16/2007	330.39
		3219 953 0011 8				
101-301.000-920.000	Utilities	DTE ENERGY	0		10/16/2007	41.98
		3219 953 0011 8				
Total Law Enforcement						27,396.54
Dept: Fire Department						
101-336.000-920.000	Utilities	DTE ENERGY	0		10/16/2007	52.49
		3219 953 0011 8				
Total Fire Department						52.49
Dept: Planning Department						
101-400.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		10/17/2007	1,460.04
		coverage period 11/01-11/30/07		10/17/07		
101-400.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES	0		10/17/2007	12.50
		COVERAGE 11/01-12/01/07		10/17/07		
101-400.000-901.000	Printing &	HERITAGE NEWSPAPERS	0		10/17/2007	172.98
		ORDINANCE		1910632		
Total Planning Department						1,645.52
Dept: Department of Public Works						
101-441.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		10/17/2007	728.92
		coverage period 11/01-11/30/07		10/17/07		
101-441.000-721.000	Health & L	DENTAL NETWORK OF AMERICA	0		10/17/2007	116.70
		COVERAGE 11/01-11/30/07		10/17/07		
101-441.000-721.000	Health & L	FIFTH STREET DENTAL CARE	0		10/17/2007	68.00
		PATIENT: TODD VIEBAHN		10/17/07		
101-441.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES	0		10/17/2007	15.50
		COVERAGE 11/01-12/01/07		10/17/07		
101-441.000-740.000	Operating	COMMERCIAL BILLING SERVICE	0		10/16/2007	24.00
		PARTS		P77286		
101-441.000-740.000	Operating	CHAMPION WATER TREATMENT	0		10/16/2007	16.00
		DPW		37123		
101-441.000-740.000	Operating	CHELSEA LUMBER COMPANY	0		10/17/2007	92.72
		RED PINE		9088231		
101-441.000-740.000	Operating	LESSORS WELDING SUPPLY	0		10/17/2007	38.00
		ACETYLENE		457010		
101-441.000-745.000	Uniform Al	CINTAS CORPORATION	0		10/17/2007	65.95
		DPW		300586202		
101-441.000-745.000	Uniform Al	CINTAS CORPORATION	0		10/17/2007	65.95
		DPW		300580596		
101-441.000-745.000	Uniform Al	CINTAS CORPORATION	0		10/17/2007	65.95
		DPW		300597391		
101-441.000-745.000	Uniform Al	CINTAS CORPORATION	0		10/17/2007	65.95
		DPW		300591823		
101-441.000-751.000	Gasoline &	CORRIGAN OIL COMPANY	0		10/15/2007	356.84
		DIESEL		1465594		
101-441.000-751.000	Gasoline &	PARTS PEDDLER AUTO SUPPLY	0		10/17/2007	315.00
		55 GALLONS		365220		
101-441.000-920.000	Utilities	AT&T	0		10/15/2007	51.09
		734 R010375 438 5		10/15/07		
101-441.000-920.000	Utilities	DTE ENERGY	0		10/15/2007	487.72
		2949 542 0013 4		08/22-09/26		
101-441.000-920.000	Utilities	DTE ENERGY	0		10/16/2007	36.70
		3219 953 0011 8				
101-441.000-920.000	Utilities	DTE ENERGY	0		10/16/2007	10.50
		3219 953 0011 8				
101-441.000-937.000	Equip Main	GREAT LAKES INTERNATIONAL TRUC	0		10/17/2007	89.90
		HOUSING		246773		
101-441.000-937.000	Equip Main	PARTS PEDDLER AUTO SUPPLY	0		10/17/2007	5.61
		FIREPOWER		365296		
101-441.000-937.000	Equip Main	PARTS PEDDLER AUTO SUPPLY	0		10/17/2007	14.58
		OIL FILTER		365572		
101-441.000-937.000	Equip Main	KLAPPERICH WELDING	0		10/17/2007	173.00
		ANGLE 20'		008351		

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Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account		Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund							
Dept: Department of Public Works							
Total Department of Public Works							2,904.58
Dept: Downtown Public Works							
101-442.000-740.000	Operating	S.F. STRONG		0		10/17/2007	172.89
		LINERS			143706-00		
101-442.000-920.000	Utilities	DTE ENERGY		0		10/15/2007	47.95
		3219 953 0006 8			10/15/07		
101-442.000-920.000	Utilities	DTE ENERGY		0		10/15/2007	61.68
		3219 953 0017 5					
101-442.000-920.000	Utilities	DTE ENERGY		0		10/15/2007	28.63
		2023 733 0001 3					
101-442.000-920.000	Utilities	DTE ENERGY		0		10/15/2007	48.16
		2949 542 0001 9					
101-442.000-920.000	Utilities	DTE ENERGY		0		10/15/2007	46.59
		2027 649 0001 7					
101-442.000-920.000	Utilities	DTE ENERGY		0		10/15/2007	83.39
		2949 542 0003 5					
101-442.000-920.000	Utilities	DTE ENERGY		0		10/15/2007	89.43
		2949 542 0008 4					
101-442.000-920.000	Utilities	DTE ENERGY		0		10/15/2007	73.45
		2949 542 0002 7					
Total Downtown Public Works							652.17
Dept: Municipal Street Lights							
101-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING		0		10/17/2007	1,593.78
		ITEM #12528			5017685		
101-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING		0		10/17/2007	2,557.98
		ITEM #12526			5017955		
101-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING		0		10/17/2007	242.16
		ITEM #12529			5018102		
Total Municipal Street Lights							4,393.92
Dept: Solid Waste							
101-528.000-805.000	Solid Wast	WASTE MANAGEMENT		0		10/17/2007	16,818.44
		RESIDENTIAL			1501073		
101-528.000-805.000	Solid Wast	WASTE MANAGEMENT		0		10/17/2007	17,437.97
		COMMERCIAL			1303599		
Total Solid Waste							34,256.41
Dept: Parks & Recreation							
101-751.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN		0		10/17/2007	117.57
		coverage period 11/01-11/30/07			10/17/07		
101-751.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES		0		10/17/2007	2.50
		COVERAGE 11/01-12/01/07			10/17/07		
Total Parks & Recreation							120.07
Dept: Insurance & Bonds							
101-851.000-721.001	Retiree He	BLUE CARE NETWORK OF MICHIGAN		0		10/17/2007	2,203.22
		coverage period 11/01-11/30/07			10/17/07		
101-851.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK		0		10/17/2007	7,189.17
					COVERAGE PERIOD 07/01/07-06/30		
Total Insurance & Bonds							9,392.39
Dept: Contributions							
101-875.000-965.001	CATS	WESTERN-WASH. AREA VALUE EXPR.		0		10/17/2007	1,000.00
		PUBLIC TRANSPORTATION			10/17/07		
101-875.000-965.004	WAVE	WESTERN-WASH. AREA VALUE EXPR.		0		10/17/2007	583.33
		DOOR TO DOOR					
Total Contributions							1,583.33
Fund Total							92,616.57
Fund: Major Streets Fund							
Dept: Routine Maintenance							
202-463.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN		0		10/17/2007	611.35
		coverage period 11/01-11/30/07			10/17/07		
202-463.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES		0		10/17/2007	13.00
		COVERAGE 11/01-12/01/07			10/17/07		

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Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: Major Streets Fund							
Dept: Routine Maintenance							
202-463.000-740.000	Operating	A-1 RENTAL		0		10/16/2007	35.25
		TRIPOD			AR399706		
202-463.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK		0		10/17/2007	1,504.71
					COVERAGE PERIOD 07/01/07-06/30		
					Total Routine Maintenance		2,164.31
Dept: Traffic Services							
202-474.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN		0		10/17/2007	188.11
		coverage period 11/01-11/30/07			10/17/07		
202-474.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES		0		10/17/2007	4.00
		COVERAGE 11/01-12/01/07			10/17/07		
202-474.000-740.000	Operating	MCNAUGHTON-MCKAY		0		10/17/2007	599.40
		STOCK			9391089-00		
202-474.000-802.000	Profession	RONALD A. MEYER ELECTRIC, INC.		0		10/17/2007	1,565.00
		LIGHT POLE AT MAIN & BROAD			9745A		
202-474.000-802.000	Profession	RONALD A. MEYER ELECTRIC, INC.		0		10/17/2007	790.00
		LIGHTING FIXTURES			9745B		
202-474.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK		0		10/17/2007	200.63
					COVERAGE PERIOD 07/01/07-06/30		
202-474.000-970.000	Capital Im	CARRIER & GABLE, INC.		0		10/17/2007	46.00
		U-BOLT			219481		
202-474.000-970.000	Capital Im	MIDWESTERN CONSULTING		0		10/17/2007	939.95
		SEPT SERVICE PERIOD			03088A-48		
					Total Traffic Services		4,333.09
Dept: Winter Maintenance							
202-478.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN		0		10/17/2007	376.22
		coverage period 11/01-11/30/07			10/17/07		
202-478.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES		0		10/17/2007	8.00
		COVERAGE 11/01-12/01/07			10/17/07		
202-478.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK		0		10/17/2007	250.79
					COVERAGE PERIOD 07/01/07-06/30		
					Total Winter Maintenance		635.01
Fund Total							7,132.41
Fund: Local Streets Fund							
Dept: Routine Maintenance							
203-463.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN		0		10/17/2007	188.11
		coverage period 11/01-11/30/07			10/17/07		
203-463.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES		0		10/17/2007	4.00
		COVERAGE 11/01-12/01/07			10/17/07		
203-463.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK		0		10/17/2007	389.95
					COVERAGE PERIOD 07/01/07-06/30		
					Total Routine Maintenance		582.06
Dept: Traffic Services							
203-474.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN		0		10/17/2007	47.03
		coverage period 11/01-11/30/07			10/17/07		
203-474.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES		0		10/17/2007	1.00
		COVERAGE 11/01-12/01/07			10/17/07		
203-474.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK		0		10/17/2007	194.97
					COVERAGE PERIOD 07/01/07-06/30		
					Total Traffic Services		243.00
Dept: Winter Maintenance							
203-478.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN		0		10/17/2007	94.05
		coverage period 11/01-11/30/07			10/17/07		
203-478.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES		0		10/17/2007	2.00
		COVERAGE 11/01-12/01/07			10/17/07		
203-478.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK		0		10/17/2007	456.67
					COVERAGE PERIOD 07/01/07-06/30		
					Total Winter Maintenance		552.72
Fund Total							1,377.78

Fund: Equipment Replacement Fund
Dept: Department of Public Works

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Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account		Abbrev	Invoice Description	Number	Number	Date	
Fund: Equipment Replacement Fund							
Dept: Department of Public Works							
402-441.000-939.000	Vehicle Ma		BOULLION SALES	0		10/16/2007	72.95
			battery		155675		
402-441.000-939.000	Vehicle Ma		BRIDGEWATER TIRE COMPANY, INC.	0		10/16/2007	309.52
			TIRES		10/16/07		
402-441.000-939.000	Vehicle Ma		PARTS PEDDLER AUTO SUPPLY	0		10/17/2007	31.14
			FITTINGS		364414		
402-441.000-939.000	Vehicle Ma		PARTS PEDDLER AUTO SUPPLY	0		10/17/2007	189.00
			HEADLAMP		364958		
402-441.000-939.000	Vehicle Ma		DIUBLE EQUIPMENT INCORPORATED	0		10/17/2007	153.87
			FLANGE		46347		
Total Department of Public Works							756.48
Fund Total							756.48
Fund: Sewer Enterprise Fund							
Dept: Sewer Utilities Department							
590-548.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN	0		10/17/2007	4,526.23
			coverage period 11/01-11/30/07		10/17/07		
590-548.000-721.000	Health & L		GADALETO, RAMSBY & ASSOCIATES	0		10/17/2007	45.00
			COVERAGE 11/01-12/01/07		10/17/07		
590-548.000-721.000	Health & L		DR. BARBARA WEHR	0		10/17/2007	97.00
			PATIENT: NANCY LOBDELL		10/17/07		
590-548.000-740.000	Operating		PARTS PEDDLER AUTO SUPPLY	0		10/17/2007	19.38
			ANTI FREEZE		365382		
590-548.000-740.000	Operating		STAPLES BUSINESS ADVANTAGE	0		10/17/2007	375.56
			WWTP		3093183328		
590-548.000-740.000	Operating		STAPLES BUSINESS ADVANTAGE	0		10/17/2007	47.62
			WWTP		3092183329		
590-548.000-743.000	Chem Lab		KENCO, INC.	0		10/17/2007	6.08
			DIAL COMPLETE		10/17/07		
590-548.000-743.000	Chem Lab		KENCO, INC.	0		10/17/2007	14.70
			CALCON				
590-548.000-743.000	Chem Lab		CULLIGAN WATER CONDITIONING	0		10/17/2007	167.92
			SOFTENER		16414287		
590-548.000-745.000	Uniform Al		CINTAS CORPORATION	0		10/17/2007	41.07
			WWTP		300580597		
590-548.000-745.000	Uniform Al		CINTAS CORPORATION	0		10/17/2007	41.07
			WWTP		300586203		
590-548.000-745.000	Uniform Al		CINTAS CORPORATION	0		10/17/2007	41.07
			WWTP		300597392		
590-548.000-745.000	Uniform Al		CINTAS CORPORATION	0		10/17/2007	41.07
			WWTP		300591824		
590-548.000-751.000	Gasoline &		CORRIGAN OIL COMPANY	0		10/15/2007	704.85
			NO LEAD		1465595		
590-548.000-802.000	Profession		BENEDICT'S SERVICE INC.	0		10/16/2007	3,680.00
			SANITARY SEWER		10/16/07		
590-548.000-911.000	Insurance		MICHIGAN MUNICIPAL RISK	0		10/17/2007	4,848.51
			COVERAGE PERIOD 07/01/07-06/30				
590-548.000-920.000	Utilities		DTE ENERGY	0		10/15/2007	9,374.09
			3219 953 0010 0				
590-548.000-920.000	Utilities		DTE ENERGY	0		10/15/2007	329.10
			4667 427 0001 9				
590-548.000-920.000	Utilities		DTE ENERGY	0		10/15/2007	14.11
			3219 953 0009 2				
Total Sewer Utilities Department							24,414.43
Fund Total							24,414.43
Fund: Water Enterprise Fund							
Dept: Water Utilities Department							
591-556.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN	0		10/17/2007	1,131.56
			coverage period 11/01-11/30/07		10/17/07		
591-556.000-721.000	Health & L		GADALETO, RAMSBY & ASSOCIATES	0		10/17/2007	30.00
			COVERAGE 11/01-12/01/07		10/17/07		
591-556.000-745.000	Uniform Al		LARRY C. SEBRING	0		10/17/2007	33.00
			CLOTHING ALLOWANCE		10/17/07		
591-556.000-745.000	Uniform Al		CINTAS CORPORATION	0		10/17/2007	40.00
			WWTP		300580597		

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Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: Water Enterprise Fund								
Dept: Water Utilities Department								
591-556.000-745.000	Uniform Al			CINTAS CORPORATION	0		10/17/2007	40.00
				WWTP		300586203		
591-556.000-745.000	Uniform Al			CINTAS CORPORATION	0		10/17/2007	40.00
				WWTP		300597392		
591-556.000-745.000	Uniform Al			CINTAS CORPORATION	0		10/17/2007	40.00
				WWTP		300591824		
591-556.000-824.000	Testing &			DEXTER PHARMACY	0		10/17/2007	9.37
				SHIPPING		10/17/07		
591-556.000-911.000	Insurance			MICHIGAN MUNICIPAL RISK	0		10/17/2007	1,683.60
						COVERAGE PERIOD 07/01/07-06/30		
591-556.000-920.000	Utilities			DTE ENERGY	0		10/15/2007	1,936.57
				2949 542 0006 8				
591-556.000-920.000	Utilities			DTE ENERGY	0		10/15/2007	1,777.63
				3219 953 0003 5				
591-556.000-920.000	Utilities			DTE ENERGY	0		10/15/2007	26.47
				3219 953 0004 3				
591-556.000-958.000	Membership			MICHIGAN RURAL WATER ASSOC	0		10/17/2007	275.00
				MEMBERSHIP DUES		10/17/07		
591-556.000-970.000	Capital Im			LAYNE-NORTHERN	0		10/17/2007	9,430.00
				SERICE WELL #3		10544559		
Total Water Utilities Department								16,493.20
Fund Total								16,493.20
Fund: Trust & Agency Fund								
Dept: Assets, Liabilities & Revenue								
701-000.000-253.000	Insp Depos			HERITAGE NEWSPAPERS	0		10/17/2007	31.50
				ALPHA METAL		1910055		
701-000.000-253.036	Bishop Con			VANSTON OBRIEN, INC	0		10/17/2007	1,761.81
				ESCROW REFUND		10/17/07		
Total Assets, Liabilities & Revenue								1,793.31
Fund Total								1,793.31
Grand Total								144,584.18

Donna Dettling

AGENDA 10-22-07
ITEM K-1

From: Mark Harrison [harrisonm@michigan.gov] MDT
Sent: Monday, October 15, 2007 9:45 AM
To: Cecilia Segerlind
Subject: Re: Fwd: FW: Phase 2 Funding

Cia,

The meeting went well. No changes were made to the project by the Region Bridge Council. ✕

Mark

>>> "Cecilia Segerlind" <Csegerlind@house.mi.gov> 10/10/2007 4:07PM >>>
Mark,

How did things go at the meeting today?

Cia Segerlind
Legislative Assistant
Representative Pam Byrnes, District 52
Michigan House of Representatives
State Capitol
PO Box 30014
Lansing, MI 48909-7514
P: 517-373-0828, 800-645-1581
F: 517-373-5783
E: csegerlind@house.mi.gov
W: <http://byrnes.housedems.com>

>>> "Mark Harrison" <harrisonm@michigan.gov> 10/4/2007 8:19 AM >>>
Cia,

I do not have the final decision authority, the University Region Bridge Council does. In order for me to recommend to the council to keep this project active, I need to see that funding is secured above the what would be covered by the Local Bridge Program.

My next meeting with the council is on October 10, 2007 beginning at 1:00pm. The meeting will take place at the city of Jackson offices in the 10th floor conference room. This is an open meeting and public comments are welcome. I will be discussing this project at this meeting.

The project has a place on the selected for funding list with no specific funds attached. By keeping this project on the list of active bridges without secured funding to complete phase II portion, other bridge projects that could use the associated funding are not selected.

Mark

>>> "Cecilia Segerlind" <Csegerlind@house.mi.gov> 9/21/2007 9:05AM >>>
Mark,

Is this something you would be willing to do?

Cia Segerlind
Legislative Assistant
Representative Pam Byrnes, District 52

10/16/2007

P27

Michigan House of Representatives
State Capitol
PO Box 30014
Lansing, MI 48909-7514
P: 517-373-0828, 800-645-1581
F: 517-373-5783
E: csegerlind@house.mi.gov
W: <http://byrnes.housedems.com>

SUBCOMMITTEE MEETING MINUTES
MONDAY, OCTOBER 15, 2007
3:00 p.m.
Village Offices – 8123 Main Street

AGENDA 10-22-07
ITEM K-2

Attendance: Allison Bishop, Jim Carson, Kate Collins, Karl Frankena, Donna Fisher, Paul Bishop, Jim Govert, Donna Dettling, Jim Haeussler, and Jim Seta

1. Discussion: UMRC-Cedars of Dexter Development Agreement

The committee focused primarily on the two main issues, 1) What the tree fund can be used for, how long and how much it should be. 2) The emergency services reimbursement or payment for services if any part of the development is exempt from taxes in the future.

The committee also reviewed the comments contained in Joe Semifero's email and the mark-up provided by Shawn Keough. The language changes in the attached black line version of the development agreement address these matters. Note that both the black line version and a clean copy with exhibits is included for your review.

Calculations regarding the tree amount are included below:

The tree replacement count per Doug Lewan's review is 1943 trees. The contribution amount of \$199,106.00 divided by 1943 equals \$103 per tree rounded. This was determined to be a reasonable amount when mass quantities of trees can be purchased.

Respectfully Submitted:

Donna Dettling, Village Manager

"This meeting is open to all members of the public under Michigan Open Meetings Act"

**CEDARS OF DEXTER
DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made this _____ day of _____ October, 2007, by and between the Village of Dexter, a Michigan municipal corporation, of 8140 Main Street, Dexter, Michigan 48130 ("Village"), and United Methodist Retirement Communities, Inc., a Michigan non-profit corporation, of 805 West Middle Street, Chelsea, Michigan 48118 ("Developer").

- A. WHEREAS, certain land owned by the Developer in the Township of Webster has been conditionally transferred into the Village effective on the filing date with the Office of the Great Seal of the State of Michigan on December 29, 2006, pursuant to Exhibit 8 attached hereto, to be known as Cedars of Dexter, ("Project"), which land encompasses 14.78 acres of land, located on Island Lake Drive, in the Village of Dexter, Washtenaw County, Michigan and described in Exhibit 1 attached hereto, ~~and to be used,~~
- B. WHEREAS, Developer intends to develop the land for not more than sixty (60) senior housing attached residential rental units, one (1) community center of approximately 8,085 square feet and one (1) caretakers unit; and
- ~~B.~~ C. WHEREAS, the Developer desires to build all on-site and off-site infrastructure such as, but not limited to water mains, sanitary sewers, storm sewers, drainage facilities, driveways, roads, parking lots, sidewalks, curbs and gutters, street lighting and site amenities without the necessity of special assessments by the Village.

NOW, THEREFORE, in consideration of the mutual covenants between the Village and the Developer contained in this Agreement, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following terms and phrases shall be defined as described below:

1.1 Approved Area Plan/Preliminary Site Plan: The Area Plan/Preliminary Site Plan approved by the Village Council governing Planned Unit Development Projects, on November 27, 2006, and attached hereto as Exhibit 2.

1.2 Buildings: The approximately sixty (60) senior housing attached residential rental units, the one (1) community center approximately 8,085 square feet and the one (1) caretaker's unit, all to be constructed by the Developer on the Property.

1.3 Developer: United Methodist Retirement Communities, Inc., a Michigan non-profit corporation, of 805 West Middle Street, Chelsea, Michigan 48118, its successors and/or assigns. In the event of a transfer of ownership, the Developer, as defined above, shall remain responsible for the performance of any of its obligations hereunder that have matured and are unperformed as of the date of transfer.

1.4 Final Site Plan: The detailed site plan and related drawings of the Project submitted and reviewed by the Village in accordance with Article 21, Section .04-E, of the Village Zoning Ordinance and attached hereto as Exhibit 6, as approved by the Village Council on September 24, 2007.

1.5 Improvements: The Buildings, Infrastructure Improvements and the Site Improvements, collectively.

1.6 Infrastructure Improvements: The infrastructure and site improvements at required for the Project that will be dedicated to the Village upon completion, including without limitation, the underground sanitary sewer and water lines to the point of private taps in the Project.

1.7 Parties: The Developer and the Village.

1.8 Project: The development on the Property of not more than sixty (60) senior housing attached residential rental units, one (1) community center approximately 8,085 square feet and one (1) caretakers unit, together with all necessary infrastructure and related improvements required by the Area Plan/Preliminary Site Plan and the approved Final Site Plan.

1.9 Property: Certain land located in the Village of Dexter along Island Lake Road that has been conditionally transferred from Webster Township as part of an existing PA 425 agreement signed in 1997, encompassing 14.78 acres of land, more or less, as more particularly described in Exhibit 1 attached to this Agreement.

1.10 Site Improvements: The infrastructure and site improvements at the Project that will remain privately owned, whether by the Developer or its successors, upon completion, including without limitation, the roads, curbs, sidewalks and parking areas that service the Project

1.11 Village: The Village of Dexter, a Michigan municipal corporation, Washtenaw County, Michigan.

1.12 Zoning Ordinance: The Zoning Ordinance adopted by the Village and in effect as of the date of this Agreement and all amendments to the Zoning Ordinance that may be adopted

by the Village after the effective date of this Agreement, but only to the extent such amendments do not preclude development of the Project consistent with the terms of this Agreement, the Approved Area Plan/Preliminary Site Plan and the approved Final Site Plan.

SECTION 2. GENERAL DEVELOPER COMMITMENTS

2.1 Final Site Plan Compliance: The Developer agrees to develop and construct the Project as detailed on the approved Final Site Plan. Developer has prepared and submitted a proposed Final Site Plan for approval by the Village pursuant to Article 21 of the Zoning Ordinance that corresponds in all material respects to the Approved Area Plan/Preliminary Site Plan attached as Exhibit 2, except for minor differences resulting from the Village's requested modifications. To the extent there is a conflict between the Approved Area Plan/Preliminary Site Plan and the approved Final Site Plan, latter shall govern and control.

2.2 Zoning Ordinance Compliance: The Developer agrees to abide by and adhere to the Zoning Ordinance. To the extent there is a conflict between the Zoning Ordinance with either the Approved Area Plan/Preliminary Site Plan or the approved Final Site Plan, the Approved Area Plan/Preliminary Site Plan or approved Final Site Plan shall govern and control.

2.3 Recreational Pathways: The Developer agrees to use its best efforts to coordinate with adjacent property owners and jurisdictions to assure that future construction of pedestrian and bicycle pathways or open space, be permitted and constructed to connect with the Cedars of Dexter pathway network contemplated in the approved Final Site Plan. As part of its compliance with the open space requirements for the Project required by the Zoning Ordinance or approved Final Site Plan, the Developer will use its best efforts provide or obtain recreational opportunities appropriate for residents at the Project.

2.4 Social Impact: The Developer shall provide space within the Community Center for the Dexter Senior Center to gather for classes and functions on reasonable terms and conditions, allowing growth opportunities for the Dexter Senior Center. The Developer will provide transportation free of charge for its residents to the Dexter Senior Center for daily activities and classes in cooperation with the Dexter Senior Center.

2.5 Compliance with Law: Developer shall, at its own cost and expense, comply with all current laws, ordinances, requirements, orders, directives, rules and regulations of any governmental body (including without limitation all building codes and zoning ordinances) that apply to the Project during the course of its development.

2.6 Project Tax Exemption. If all or any portion of the Project should obtain an exemption from property tax, whether resulting from a change in ownership, change in use or change in the law, the Developer covenants and agrees to negotiate with the Village in good faith to reach agreement upon a payment-in-lieu of taxes from the Developer to the Village for emergency services to compensate for the loss to the Village in property tax revenues. The Parties agree that this provision will survive the expiration or other termination of this Agreement for a period of twelve (12) years from the date of this Agreement.

SECTION 3. PROJECT CONSTRUCTION

3.1 Construction of the Improvements. The Developer agrees to build and construct the Improvements all in accordance with the approved Final Site Plan and complete the Project in accordance with the approved Final Site Plan and as provided in Section 19.08 (D) 1 of the Zoning Ordinance not later than three (3) years after the date of this Agreement; provided, however, that the Village, acting in its sole discretion, may grant the Developer additional time to complete its obligations in accordance with Section 19.15 of the Zoning Ordinance upon a showing of good cause. Any such extension shall be documented by a written agreement between the Developer and the Village Council.

3.2 Development Easements. Developer agrees to record with the Washtenaw County Register of Deeds the landscaping and drainage easements necessary for the completion of the Site Improvements covering land adjacent to the Project granted by the Dexter Area Historical Society, each in the form that has been approved by the Village;

3.3 Erosion Control: The Developer shall install all site grading, soil erosion and sedimentation control improvements as required by the Washtenaw County Building Service Soil Erosion Section so that storm water from the Project will not flow from the Project onto any adjacent owners property at such a rate or in such amounts as to cause damage to adjacent development, as set forth under the Soil Erosion and Sedimentation Control Act, Part 91 of Act 451, except as might occur due to a major storm event, such as a 100 year storm.

3.4 Landscaping: The Developer shall landscape in accordance with the approved Final Site Plan. All trees and plants required by the Village shall be guaranteed for two (2) years after planting. All required landscaping shall be installed within six (6) months after the issuance of a Final Zoning Compliance (defined below); provided, however, that the Village may, at its discretion, require the Developer to post a performance guaranty bond if the landscaping is not completed due to weather conditions. The Developer shall also meet Article 6, Section 6.12, of the Village of Dexter Zoning Ordinance, the Village's tree replacement standards. After planting trees pursuant to the Zoning Ordinance, as shown on the approved Final Site Plan, the Developer shall contribute \$199,106.00 to the United Methodist Retirement Community Tree Account established and controlled by the Village (the "UMRC Tree Account"). The Village may use the UMRC Tree Account for the planting of new trees, the removal and replacement of trees and the mulching and irrigation necessary for any new or replaced trees throughout the Village of Dexter from and after the date of this Agreement. The Developer contribution noted above shall be due and payable upon the issuance of the thirtieth (30th) ~~Certificate of Occupancy for the clubhouse~~ certificate of occupancy for units in the Project, but not later than eighteen (18) months after the date of the issuance of the first certificate of occupancy. If all of the funds deposited, ~~together with accrued interest, in the UMRC Tree Account~~ are not used by the Village for tree replacement the purposes outlined above within ten (10) years from the time of their deposit, then the unused balance of the UMRC Tree Account shall be distributed to the Dexter Area Historical Society and Museum to be used for landscaping improvements at Gordon Hall.

3.5 Lighting. The Developer agrees to submit the lighting layout as shown on the approved Final Site Plan to DTE Energy, Outdoor Lighting Division for its approval. Upon receipt from DTE of a fixed price contract for the approved lighting, the Village will inform the Developer of the cost. Developer shall remit to Village an amount equal to fixed cost of installing the streetlights and decorative outdoor lighting at the Project (the "Lighting Installation Payment"), at which point the Village will execute the fixed price contract for lighting with DTE, pay over to DTE an amount equal to the Lighting Installation Payment and undertake commercially reasonable efforts to secure the performance of DTE under the lighting contract.

3.6 Inspections. Developer will permit customary inspections of the Improvements to be performed by the Village engineering inspectors. Upon request, the Developer will provide such information as is reasonably requested by the Village inspectors with respect to the Improvements, including but not limited to testing results and engineering reports related to any of the Improvements. Developer will also reimburse the Village for the cost of the inspectors' reasonable, necessary and documented time for inspection of the Infrastructure Improvements, such amount to be paid by the Developer as a condition to the acceptance by the Village of a dedication of all or any portion of the Infrastructure Improvements and to the issuance of any certificate of occupancy for any portion of the Project.

3.7 Rubbish Removal: The Developer shall remove all discarded building materials and rubbish from the Project at least once each month during construction of improvements and within one (1) month of completion or abandonment of construction. No burning or burying of discarded construction material shall be allowed. At the Developer's discretion, material that can be environmentally recycled may be re-used on the Project.

3.8 Issuance of Zoning Compliance and Occupancy Certificates: Except as set forth below, the Village shall issue a certificate of final zoning compliance in the customary form (the "Final Zoning Compliance") for the Project when all Improvements required by this Agreement and the approved Final Site Plan have been completed in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, the Village shall issue a Final Zoning Compliance for a portion of the completed Improvements at the Project that meet all generally applicable criteria for same for the sole purpose of allowing the Developer to obtain a certificate of occupancy in its customary form from the Village for a completed Building. In the event a Final Zoning Compliance is requested for any Building in the Project prior to completion of all Infrastructure Improvements required by this Agreement as set forth in the approved Final Site Plan, the Village may, in its sole and unfettered discretion, condition the issuance of such Final Zoning Compliance upon the delivery by the Developer of security in the form of a performance guarantee bond (cash deposit or irrevocable letter of credit) to the Village to ensure the completion of all Infrastructure Improvements required by the approved Final Site Plan that serve the applicable Building. The amount and form of any such performance guarantee bond shall be in accordance with the Resolution establishing performance guarantee amounts, attached hereto as Exhibit 5. No Final Zoning Compliance will be given for a Building unless any required performance guarantee bond is posted or all Infrastructure Improvements and Site Improvements serving such Building are completed. In the event the Developer is unable to

meet these terms due to timing, weather, etc. prior to the request for a Final Zoning Compliance Certificate, the Developer agrees to post a Performance Guarantee Bond, in the form of a bond mutually agreeable to both parties, cash deposit or irrevocable letter of credit, for any of the foregoing improvements per Article 21 of the Village of Dexter Zoning Ordinance on a per building basis, except that the Developer shall have installed an all weather surface on the road before issuance of any full or partial Final Zoning Compliance Certificate.

SECTION 4. INFRASTRUCTURE IMPROVEMENTS

4.1 Construction of the Infrastructure Improvements and Utilities. The Developer agrees to build and construct the Infrastructure Improvements and all required utilities in accordance with the approved Final Site Plan.

4.2 Inspections: All inspections for the Infrastructure Improvements will be performed by the Village or such other public entity having jurisdiction, including without limitation Webster Township and the Washtenaw County Road Commission. All applicable, reasonable, necessary, and documented fees for such inspections of the Infrastructure Improvements shall be paid by the Developer prior to the start of construction work.

4.3 Sanitary Sewer Pump. The Developer proposes to connect to the Westridge of Dexter Sanitary Sewer Pump Station. Connection to the sanitary pump station prior to 2010 currently requires that the Village reimburse Peters Building Co. (the original developer of the pump station) up to one half (50%) of the cost of the sanitary sewer pump station. The original cost to construct the sanitary pump station was \$120,680.00. To date the Village has reimbursed 24.4% (\$29,446.00) for the connection of Dexter High School. The construction of the Project would normally require the payment of the remaining \$30,894.00 for the ability to connect to the sanitary pump station prior to 2010 with Peters Building Co.; however, the Developer has obtained a letter from Peters Building Co. indicating a waiver of pump station connection reimbursement charges owed by the Village, a copy of which is attached to this Agreement as Exhibit 7.

4.4 Water and Sewer Tap Fees: The Developer agrees to pay all fees related to tapping into and using the public water and sewer systems (collectively, the "Tap Fees") as adopted by the Village and generally applicable at the time the Final Zoning Compliance is requested on the date of this Agreement, which is Eight Thousand and 00/100 Dollars (\$8,000.00) per unit. Each unit will be calculated as one (1) REU/Tap. The Tap Fee will be calculated at 1 REU for the caretaker apartment and 0.2/1000 sq ft (calculation for a banquet) for the remainder of the community center. ~~The Tap Fee that will be required for the community center will be (0.2x8.08=1.6 or 1.6x\$8000=\$12,800).~~

4.5 Storm Water Detention Maintenance: The Developer shall not allow any part of the storm water detention area to remain in an unkempt condition. The Developer agrees to

follow the detention basin maintenance schedule provided on the approved Final Site Plan and attached hereto as Exhibit 4. Maintenance of the vegetation shown in the plan shall be consistent with the species identified on the maintenance plan. The Village and/or Washtenaw County Drain Commissioner retain the right to assume maintenance of the storm water detention areas if the Developer fails to provide minimum maintenance consistent with the aforementioned standards after a ten (10) day written notice is sent to the Developer. Any and all costs (including interest at the rate of one percent (1%) over the prime rate established by National City Bank which shall accrue on the amount billed until paid) incurred by the Village and/or the Washtenaw County Drain Commissioner in such maintenance and enforcement of these provisions shall be billed to the Developer. The Developer hereby consents, to the placement of a lien against the Property by the Village if maintenance costs are not paid within sixty (60) days of invoice date. The Village reserves the right to take any action it deems necessary to remedy any nuisance under the Village Nuisance Ordinance.

4.6 Additional Drainage Requirements: Before Developer may commence construction of the Infrastructure Improvements, suitable easement and/or maintenance agreements for drainage and/or storm system inspection, maintenance and repair must be approved by (i) all municipal entities having jurisdiction and (ii) all private entities owning real property where any portion of the Infrastructure Improvements are located.

4.7 Dedication: The Developer shall dedicate to the Village all Infrastructure Improvements that meet the criteria established by the Village and attached to this Agreement as Exhibit 3. Prior to any dedication of the Infrastructure Improvements, the Developer shall provide three (3) copies of record drawings (as-built drawings), showing that the Infrastructure Improvements have been constructed and installed per Village specifications, including any required detention areas and all necessary grading and paving prior to dedication. Developer also agrees to post a maintenance and guarantee bond in the amount of fifty percent (50%) of the actual final cost of the Infrastructure Improvements. Said bond shall be in effect for two (2) years subsequent to the acceptance by the Village of the dedicated Infrastructure Improvements. If the Infrastructure Improvements have been completed in compliance with the approved Final Site Plan, the Village shall accept dedication, but only (i) if the Developer is not otherwise in default past applicable grace and cure periods under this Agreement and (ii) after the Village engineers have inspected and approved the Infrastructure Improvements to determine their compliance with the applicable Village standards.

SECTION 5. PROJECT ROADS

5.1 Status: The roads within the Project will be private and remain private unless otherwise approved by the Village Council in connection with a Developer request to dedicate same. There shall be no obligation on the part of the Village to accept any such dedication.

5.2 Traffic Control Order. Developer will obtain a Traffic Control Order for the Project reasonably acceptable to the Village for the purpose of ensuring that the Michigan Uniform Traffic Code laws are enforceable by the Washtenaw County Sheriff's Department on the private roads within the Project. The Village agrees to cooperate as reasonably necessary to

assist the Developer in obtaining a Traffic Control Order, provided that all fees, costs or charges are paid or reimbursed by the Developer.

5.3 Signage: The Developer agrees to install public and private road signs in accordance with the approved Final Site Plan. If necessary, the Developer agrees to post "No Parking This Side of Street" signs on one side of each street. Unless the approved Final Site Plan specifies a contrary standard, all signage shall meet the requirements of the Michigan Manual of Uniform Traffic Control Devices.

5.4 Island Lake Road Right-of-Way: Prior to the commencement of any construction of the Infrastructure Improvements, the Developer must obtain access approval onto Island Lake Road from the Washtenaw County Road Commission and incorporate the approved plans into the Final Site Plan.

5.5 Emergency Access Obligations. The Developer shall provide an access easement and a service lead for an electrical connection for the emergency siren to be installed by the Village on an adjacent DTE Energy utility right-of-way. In addition, the Developer, at its sole cost and expense, shall install, maintain, repair, and replace break away bollards at all emergency access locations within the Project.

SECTION 6. PROJECT OPERATION, REPAIR AND MAINTENANCE

6.1 Maintenance of Property: ~~The Developer shall maintain the Property in a manner reasonably suitable to the Village with respect to the continued utility and function of the Improvements within, repair and replace all improvements at the Project including landscaping, drains and storm water detention facilities.~~ The Developer will assure that public and common areas will be or have been irrevocably committed for that purpose and provide the Village with a means of legally enforcing such commitments reasonably satisfactory to the Village.

~~6.2 Maintenance Standards.~~ The Project will be maintained in compliance with all regulations and standards applicable to retirement communities and operated in a first class manner. Grass in open lawn areas shall not exceed eight (8) inches in height. The Developer shall be responsible for the removal of snow from the walk to be located along Island Lake Road (as defined below) that will serve as a future sidewalk extension to connect the Project to the Village. Hazardous conditions caused by fallen trees and other dangerous circumstances shall be remedied within forty-eight (48) hours, weather permitting. Open excavations or open basements that are not part of current construction are not permitted and must be secured to prevent dangerous circumstances.-

~~6.2~~ 6.3 Village Maintenance Rights. The Village retains the right to assume maintenance of the Property if the Developer fails to provide minimum maintenance consistent with these aforementioned standards after a ten (10) day written notice is sent in accordance with the Village of Dexter Nuisance Ordinance. Any and all costs (including interest at the rate of one percent (1%) over the prime rate established by National City Bank which shall accrue on the amount billed until paid) incurred by the Village in such maintenance and enforcement of

these provisions shall be billed to the Developer. The Developer hereby consents, to the placement of a lien against the Property by the Village if maintenance costs are not paid within sixty (60) days of invoice date. The Village reserves the right to take any action it deems necessary to remedy any nuisance under the Village Nuisance Ordinance.

SECTION 7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification: The Developer shall defend, indemnify, and hold harmless the Village, together with its officers, employees, agents and assigns, against any and all claims, suits, demands, causes of action, liabilities, and judgments, whether for damages or equitable relief, arising out of: (i) any alleged negligent act(s) by the Developer or its agents, successors and assigns, concerning the Project; (ii) any breach of this Agreement by the Developer; (iii) the Developer's improvements or access to public rights-of-ways, utilities or other public infrastructure with respect to the Project; or (iv) any other claims otherwise arising out of this Agreement or concerning the Project, except as set forth in Section 7.2 not caused by or arising from the negligence or willful misconduct the Village. The Developer shall indemnify the Village for all damages and reasonable costs associated with the defense of such claims or suits, including reasonable attorney fees. In the event any legal action or administrative proceeding is brought against the Village by reason of any such claim, the Village shall be entitled to retain counsel.

7.2 Limitation. The indemnification provided by the Developer in Section 7.1 shall not apply to claims, suits or damages arising out of the Village's negligence, the Village's failure to perform contractual obligations or the Village's violations of local, state or federal laws.

SECTION 8. VILLAGE OF DEXTER COMMITMENTS

8.1 PA 425 Conditional Transfer: The Developer's land (14.78 acres) has been conditionally transferred to the Village pursuant to the 1997 PA 425 Conditional Transfer Agreement with Webster Township, as is evidenced by Exhibit 8 attached hereto. The Developer has received approval of the Land Division from Webster Township.

8.2 Inspection: The Village agrees to provide timely and reasonable Village inspections as may be required during construction of the Improvements.

8.3 Recordation: The Village agrees to cooperate in the recordation of this Agreement with the Washtenaw County Register of Deeds. However, the Developer shall ensure the timely recordation of this Agreement, and forward copies of the recorded Agreement to the Village Clerk and the Webster Township Clerk.

8.4 Issuance of Permits: The Village agrees to issue Final Zoning Compliance on the terms and conditions generally applicable under the Zoning Ordinance at the time Developer makes a request for same as provided in section 3.8 above.

8.5 Acceptance of Dedication: The Village agrees to accept dedication of public infrastructure to the public provided the Developer has complied with the requirements of Section 4.54.7 above.

8.6 Issuance of Taps: The Village agrees to provide sanitary sewer and water taps to serve not more than sixty (60) senior housing attached residential rental units, one (1) caretaker unit and one (1) 8,085 square foot community center in accordance with the approved Final Site Plan. The Developer acknowledges and agrees that (i) the Village cannot guarantee when water and sanitary sewer capacity within the Village limits will be available for this Project and that Developer is proceeding at its own risk and (ii) the Developer shall pay all fees or charges under Section 4.4 above in connection with any taps that may be provided by the Village on the same terms and conditions generally applicable to such requests in the Village.

8.7 UMRC Tree Account. The Village shall establish the UMRC Tree Account and maintain it in compliance with applicable law and good accounting practice. Village will provide Developer with written notice of UMRC Tree Account information when it becomes available in order for the Developer to fulfill its obligations under Section 3.4 above.

SECTION 9. CONDITIONS

9.1 Island Lake Road Access: The Parties acknowledge that the Project requires access to and from Island Lake Road, which is under the jurisdiction of the Washtenaw County Road Commission. This Agreement is subject to a condition subsequent that the Washtenaw County Road Commission grant an access point to the Project.

9.2 Landscaping Easement: The parties acknowledge that the Project proposes an easement for landscaping and storm water detention on property owned by the Dexter Area Historical Museum. This agreement is subject to a condition that an easement agreement for both Landscaping and Detention be reviewed, approved and recorded by the Village and the Dexter Area Historical Society.

SECTION 10. DEFAULT AND REMEDIES

10.1 Default by Developer. The occurrence of any of the following events shall be a default by Developer under this Agreement: (i) Developer fails to pay when due (or within thirty (30) days after written notice of such failure to pay from the Village to Developer) any payment obligations to the Village under this Agreement, (ii) Developer fails to cure its failure to perform any other covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from Village to Developer; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within thirty (30) days, then, so long as the Developer commences to cure such default promptly after receipt of notice thereof from Village, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, (iii) Any material representation or warranty made in this Agreement or in connection with any application or

commitment relating to the Project is materially false or misleading in any material respect at the time made, and the same has a materially adverse affect on the Project, (iv) a failure by the Developer to pay the property taxes levied against the Project or (v) any dissolution, termination, or partial or complete liquidation of Developer prior to completion of the Project.

10.2 Remedies of Village. In the event of a default by the Developer under this Agreement, the Village may pursue all rights and remedies available at law or in equity, including without limitation (i) the right to terminate this Agreement, (ii) the lien rights specifically set forth in this Agreement and (iii) the right to refuse any dedication by the Developer of the Infrastructure Improvements.

10.3 Default by the Village. The occurrence of any of the following events shall be a default by the Village under this Agreement: (i) Village fails to pay when due (or within ten (10) days after written notice of such failure to pay from the Developer to the Village) any payment obligations to the Developer under this Agreement, (ii) Village fails to cure its failure to perform any other covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from Developer to Village; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within thirty (30) days, then, so long as the Village commences to cure such default promptly after receipt of notice thereof from Developer, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, or (iii) any material representation or warranty made in this Agreement is materially false or misleading in any material respect at the time made, and the same has a materially adverse affect on the Project.

10.4 Remedies of Developer. In the event of a default by the Village under this Agreement, the rights and remedies of the Developer shall be limited to (i) termination of this Agreement upon written notice to the Village and (ii) actual damages. The Village shall not be liable to the Developer for any consequential or speculative damages under any circumstances.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 Agreement Runs with Land: This Agreement shall run with the Property and bind and inure to the benefit of all subsequent owners of all or any portion of the Property.

11.2 Future Rights-of-Way: The Developer irrevocably waives any objections to future right-of-way improvements within the sixty (60) foot half road rights-of-way adjacent to the Property made or approved by the Village, Washtenaw County or the Washtenaw County Road Commission located along Island Lake Road or Dexter Pinckney Road. Developer acknowledges and agrees that the Village will have all rights available at law or in equity to enforce this waiver, including without limitation the award of injunctive relief.

11.3 Amendments: Amendments to the Final Site Plan and this Agreement must be reviewed and approved by the Village Council in accordance with its Ordinance.

11.4 Binding Effect: Upon the approval by the Village of the Final Site Plan, the covenants, agreements, terms, provisions and conditions of this Agreement shall bind and benefit the several respective representatives, successors and assigns of the Parties. The obligations of the Developer contained herein shall be binding on successors and assigns in ownership of the Project. If the Developer is comprised of more than one person or entity, such persons or entities shall be jointly and severally liable for the obligations of the Developer under this Agreement.

11.5 Transfer of Agreement: In the event the Developer transfers the Property in bulk, the Developer agrees to provide the Village with a copy of the deed the Developer delivers to any such transferee, which deed shall be expressly subject to this Agreement.

11.6 Severability: The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions of this Agreement unenforceable, illegal or invalid.

11.7 Whole Agreement: This Agreement contains all of the agreements of the parties and cannot be amended or modified except by the mutual consent of the parties in writing.

[signatures on the following page]

IN WITNESS WHEREOF, the parties have set their hands and seals the day first above written. This Agreement is not intended to create contractual right for third parties. It may be enforced, amended or rescinded only by the parties or their successors in interest.

DEVELOPER:
United Methodist Retirement Communities,
Inc., a Michigan non-profit corporation

VILLAGE:
Village of Dexter, a Michigan municipal
corporation

By: _____

By: _____

Jim W. Seta, Village President

Its: _____

By: _____

David F. Boyle, Clerk

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On this _____ day of _____ October, 2007 before me personally appeared _____, the _____ of United Methodist Retirement Communities, Inc., a Michigan non-profit corporation, on behalf of the corporation.

_____, Notary Public
_____, County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On this _____ day of _____October_____, 2007, before me personally appeared Jim W. Seta and David F. Boyle, of the Village of Dexter, to me known to be the persons who executed this foregoing instrument, and to me known to be the President and Clerk, respectively, of said Village of Dexter and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Village of Dexter by its authority.

_____, Notary Public
_____, County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

Prepared by:
Allison Bishop, Community Development
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

After Recording Return To:
Donna Dettling, Village Manager
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

CEDARS OF DEXTER

DEVELOPMENT AGREEMENT

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- 1.1 Approved Area Plan/Preliminary Site Plan: The Area Plan/Preliminary Site Plan approved by the Village Council governing Planned Unit Development Projects, on November 27, 2006, and attached hereto as Exhibit 2.

1.2 Buildings: The approximately sixty (60) senior housing attached residential rental units, the one (1) community center approximately 8,085 square feet and the one (1) caretaker's unit, all to be constructed by the Developer on the Property.

1.3 Developer: United Methodist Retirement Communities, Inc., a Michigan non-profit corporation, of 805 West Middle Street, Chelsea, Michigan 48118, its successors and/or assigns. In the event of a transfer of ownership, the Developer, as defined above, shall remain responsible for the performance of any of its obligations hereunder that have matured and are unperformed as of the date of transfer.

1.4 Final Site Plan: The detailed site plan and related drawings of the Project submitted and reviewed by the Village in accordance with Article 21, Section .04-E, of the Village Zoning Ordinance and attached hereto as Exhibit 6, as approved by the Village Council on September 24, 2007.

1.5 Improvements: The Buildings, Infrastructure Improvements and the Site Improvements, collectively.

1.6 Infrastructure Improvements: The infrastructure and site improvements required for the Project that will be dedicated to the Village upon completion, including without limitation, the underground sanitary sewer and water lines to the point of private taps in the Project.

1.7 Parties: The Developer and the Village.

1.8 Project: The development on the Property of not more than sixty (60) senior housing attached residential rental units, one (1) community center approximately 8,085 square feet and one (1) caretakers unit, together with all necessary infrastructure and related improvements required by the Area Plan/Preliminary Site Plan and the approved Final Site Plan.

1.9 Property: Certain land located in the Village of Dexter along Island Lake Road that has been conditionally transferred from Webster Township as part of an existing PA 425 agreement signed in 1997, encompassing 14.78 acres of land, more or less, as more particularly described in Exhibit 1 attached to this Agreement.

1.10 Site Improvements: The infrastructure and site improvements at the Project that will remain privately owned, whether by the Developer or its successors, upon completion, including without limitation, the roads, curbs, sidewalks and parking areas that service the Project

1.11 Village: The Village of Dexter, a Michigan municipal corporation, Washtenaw County, Michigan.

1.12 Zoning Ordinance: The Zoning Ordinance adopted by the Village and in effect as of the date of this Agreement and all amendments to the Zoning Ordinance that may be adopted

by the Village after the effective date of this Agreement; but only to the extent such amendments do not preclude development of the Project consistent with the terms of this Agreement, the Approved Area Plan/Preliminary Site Plan and the approved Final Site Plan.

SECTION 2. GENERAL DEVELOPER COMMITMENTS

2.1 Final Site Plan Compliance: The Developer agrees to develop and construct the Project as detailed on the approved Final Site Plan. Developer has prepared and submitted a proposed Final Site Plan for approval by the Village pursuant to Article 21 of the Zoning Ordinance that corresponds in all material respects to the Approved Area Plan/Preliminary Site Plan attached as Exhibit 2, except for minor differences resulting from the Village's requested modifications. To the extent there is a conflict between the Approved Area Plan/Preliminary Site Plan and the approved Final Site Plan, latter shall govern and control.

2.2 Zoning Ordinance Compliance: The Developer agrees to abide by and adhere to the Zoning Ordinance. To the extent there is a conflict between the Zoning Ordinance with either the Approved Area Plan/Preliminary Site Plan or the approved Final Site Plan, the Approved Area Plan/Preliminary Site Plan or approved Final Site Plan shall govern and control.

2.3 Recreational Pathways: The Developer agrees to use its best efforts to coordinate with adjacent property owners and jurisdictions to assure that future construction of pedestrian and bicycle pathways or open space, be permitted and constructed to connect with the Cedars of Dexter pathway network contemplated in the approved Final Site Plan. As part of its compliance with the open space requirements for the Project required by the Zoning Ordinance or approved Final Site Plan, the Developer will use its best efforts provide or obtain recreational opportunities appropriate for residents at the Project.

2.4 Social Impact: The Developer shall provide space within the Community Center for the Dexter Senior Center to gather for classes and functions on reasonable terms and conditions, allowing growth opportunities for the Dexter Senior Center. The Developer will provide transportation free of charge for its residents to the Dexter Senior Center for daily activities and classes in cooperation with the Dexter Senior Center.

2.5 Compliance with Law: Developer shall, at its own cost and expense, comply with all current laws, ordinances, requirements, orders, directives, rules and regulations of any governmental body (including without limitation all building codes and zoning ordinances) that apply to the Project during the course of its development.

2.6 Project Tax Exemption. If all or any portion of the Project should obtain an exemption from property tax, whether resulting from a change in ownership, change in use or change in the law, the Developer covenants and agrees to negotiate with the Village in good faith to reach agreement upon a payment-in-lieu of taxes from the Developer to the Village for emergency services to compensate for the loss to the Village in property tax revenues. The Parties agree that this provision will survive the expiration or other termination of this Agreement for a period of twelve (12) years from the date of this Agreement.

SECTION 3. PROJECT CONSTRUCTION

3.1 Construction of the Improvements. The Developer agrees to build and construct the Improvements all in accordance with the approved Final Site Plan and complete the Project in accordance with the approved Final Site Plan and as provided in Section 19.08 (D) 1 of the Zoning Ordinance not later than three (3) years after the date of this Agreement; provided, however, that the Village, acting in its sole discretion, may grant the Developer additional time to complete its obligations in accordance with Section 19.15 of the Zoning Ordinance upon a showing of good cause. Any such extension shall be documented by a written agreement between the Developer and the Village Council.

3.2 Development Easements. Developer agrees to record with the Washtenaw County Register of Deeds the landscaping and drainage easements necessary for the completion of the Site Improvements covering land adjacent to the Project granted by the Dexter Area Historical Society, each in the form that has been approved by the Village;

3.3 Erosion Control: The Developer shall install all site grading, soil erosion and sedimentation control improvements as required by the Washtenaw County Building Service Soil Erosion Section so that storm water from the Project will not flow from the Project onto any adjacent owners property at such a rate or in such amounts as to cause damage to adjacent development, as set forth under the Soil Erosion and Sedimentation Control Act, Part 91 of Act 451, except as might occur due to a major storm event, such as a 100 year storm.

3.4 Landscaping: The Developer shall landscape in accordance with the approved Final Site Plan. All trees and plants required by the Village shall be guaranteed for two (2) years after planting. All required landscaping shall be installed within six (6) months after the issuance of a Final Zoning Compliance (defined below); provided, however, that the Village may, at its discretion, require the Developer to post a performance guaranty bond if the landscaping is not completed due to weather conditions. The Developer shall also meet Article 6, Section 6.12, of the Village of Dexter Zoning Ordinance, the Village's tree replacement standards. After planting trees pursuant to the Zoning Ordinance, as shown on the approved Final Site Plan, the Developer shall contribute \$199,106.00 to the United Methodist Retirement Community Tree Account established and controlled by the Village (the "UMRC Tree Account"). The Village may use the UMRC Tree Account for the planting of new trees, the removal and replacement of trees and the mulching and irrigation necessary for any new or replaced trees throughout the Village of Dexter from and after the date of this Agreement. The Developer contribution noted above shall be due and payable upon the issuance of the thirtieth (30th) certificate of occupancy for units in the Project, but not later than eighteen (18) months after the date of the issuance of the first certificate of occupancy. If all of the funds deposited in the UMRC Tree Account are not used by the Village for the purposes outlined above within ten (10) years from the time of their deposit, then the unused balance of the UMRC Tree Account shall be distributed to the Dexter Area Historical Society and Museum to be used for landscaping improvements at Gordon Hall.

3.5 Lighting. The Developer agrees to submit the lighting layout as shown on the approved Final Site Plan to DTE Energy, Outdoor Lighting Division for its approval. Upon

receipt from DTE of a fixed price contract for the approved lighting, the Village will inform the Developer of the cost. Developer shall remit to Village an amount equal to fixed cost of installing the streetlights and decorative outdoor lighting at the Project (the "Lighting Installation Payment"), at which point the Village will execute the fixed price contract for lighting with DTE, pay over to DTE an amount equal to the Lighting Installation Payment and undertake commercially reasonable efforts to secure the performance of DTE under the lighting contract.

3.6 Inspections. Developer will permit customary inspections of the Improvements to be performed by the Village engineering inspectors. Upon request, the Developer will provide such information as is reasonably requested by the Village inspectors with respect to the Improvements, including but not limited to testing results and engineering reports related to any of the Improvements. Developer will also reimburse the Village for the cost of the inspectors' reasonable, necessary and documented time for inspection of the Infrastructure Improvements, such amount to be paid by the Developer as a condition to the acceptance by the Village of a dedication of all or any portion of the Infrastructure Improvements and to the issuance of any certificate of occupancy for any portion of the Project.

3.7 Rubbish Removal: The Developer shall remove all discarded building materials and rubbish from the Project at least once each month during construction of improvements and within one (1) month of completion or abandonment of construction. No burning or burying of discarded construction material shall be allowed. At the Developer's discretion, material that can be environmentally recycled may be re-used on the Project.

3.8 Issuance of Zoning Compliance and Occupancy Certificates: Except as set forth below, the Village shall issue a certificate of final zoning compliance in the customary form (the "Final Zoning Compliance") for the Project when all Improvements required by this Agreement and the approved Final Site Plan have been completed in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, the Village shall issue a Final Zoning Compliance for a portion of the completed Improvements at the Project that meet all generally applicable criteria for same for the sole purpose of allowing the Developer to obtain a certificate of occupancy in its customary form from the Village for a completed Building. In the event a Final Zoning Compliance is requested for any Building in the Project prior to completion of all Infrastructure Improvements required by this Agreement as set forth in the approved Final Site Plan, the Village may, in its sole and unfettered discretion, condition the issuance of such Final Zoning Compliance upon the delivery by the Developer of security in the form of a performance guarantee bond (cash deposit or irrevocable letter of credit) to the Village to ensure the completion of all Infrastructure Improvements required by the approved Final Site Plan that serve the applicable Building. The amount and form of any such performance guarantee bond shall be in accordance with the Resolution establishing performance guarantee amounts, attached hereto as Exhibit 5. No Final Zoning Compliance will be given for a Building unless any required performance guarantee bond is posted or all Infrastructure Improvements and Site Improvements serving such Building are completed. In the event the Developer is unable to meet these terms due to timing, weather, etc. prior to the request for a Final Zoning Compliance Certificate, the Developer agrees to post a Performance Guarantee Bond, in the form of a bond

mutually agreeable to both parties, cash deposit or irrevocable letter of credit, for any of the foregoing improvements per Article 21 of the Village of Dexter Zoning Ordinance on a per building basis, except that the Developer shall have installed an all weather surface on the road before issuance of any full or partial Final Zoning Compliance Certificate.

SECTION 4. INFRASTRUCTURE IMPROVEMENTS

4.1 Construction of the Infrastructure Improvements and Utilities. The Developer agrees to build and construct the Infrastructure Improvements and all required utilities in accordance with the approved Final Site Plan.

4.2 Inspections: All inspections for the Infrastructure Improvements will be performed by the Village or such other public entity having jurisdiction, including without limitation Webster Township and the Washtenaw County Road Commission. All applicable, reasonable, necessary, and documented fees for such inspections of the Infrastructure Improvements shall be paid by the Developer.

4.3 Sanitary Sewer Pump. The Developer proposes to connect to the Westridge of Dexter Sanitary Sewer Pump Station. Connection to the sanitary pump station prior to 2010 currently requires that the Village reimburse Peters Building Co. (the original developer of the pump station) up to one half (50%) of the cost of the sanitary sewer pump station. The original cost to construct the sanitary pump station was \$120,680.00. To date the Village has reimbursed 24.4% (\$29,446.00) for the connection of Dexter High School. The construction of the Project would normally require the payment of the remaining \$30,894.00 for the ability to connect to the sanitary pump station prior to 2010 with Peters Building Co.; however, the Developer has obtained a letter from Peters Building Co. indicating a waiver of pump station connection reimbursement charges owed by the Village, a copy of which is attached to this Agreement as Exhibit 7.

4.4 Water and Sewer Tap Fees: The Developer agrees to pay all fees related to tapping into and using the public water and sewer systems (collectively, the "Tap Fees") as adopted by the Village and generally applicable on the date of this Agreement, which is Eight Thousand and 00/100 Dollars (\$8,000.00) per unit. Each unit will be calculated as one (1) REU/Tap. The Tap Fee will be calculated at 1 REU for the caretaker apartment and 0.2/1000 sq ft (calculation for a banquet) for the remainder of the community center.

4.5 Storm Water Detention Maintenance: The Developer shall not allow any part of the storm water detention area to remain in an unkempt condition. The Developer agrees to follow the detention basin maintenance schedule provided on the approved Final Site Plan and attached hereto as Exhibit 4. Maintenance of the vegetation shown in the plan shall be consistent with the species identified on the maintenance plan. The Village and/or Washtenaw County Drain Commissioner retain the right to assume maintenance of the storm water detention areas if the Developer fails to provide minimum maintenance consistent with the aforementioned

standards after a ten (10) day written notice is sent to the Developer. Any and all costs (including interest at the rate of one percent (1%) over the prime rate established by National City Bank which shall accrue on the amount billed until paid) incurred by the Village and/or the Washtenaw County Drain Commissioner in such maintenance and enforcement of these provisions shall be billed to the Developer. The Developer hereby consents, to the placement of a lien against the Property by the Village if maintenance costs are not paid within sixty (60) days of invoice date. The Village reserves the right to take any action it deems necessary to remedy any nuisance under the Village Nuisance Ordinance.

4.6 Additional Drainage Requirements: Before Developer may commence construction of the Infrastructure Improvements, suitable easement and/or maintenance agreements for drainage and/or storm system inspection, maintenance and repair must be approved by (i) all municipal entities having jurisdiction and (ii) all private entities owning real property where any portion of the Infrastructure Improvements are located.

4.7 Dedication: The Developer shall dedicate to the Village all Infrastructure Improvements that meet the criteria established by the Village and attached to this Agreement as Exhibit 3. Prior to any dedication of the Infrastructure Improvements, the Developer shall provide three (3) copies of record drawings (as-built drawings), showing that the Infrastructure Improvements have been constructed and installed per Village specifications, including any required detention areas and all necessary grading and paving prior to dedication. Developer also agrees to post a maintenance and guarantee bond in the amount of fifty percent (50%) of the actual final cost of the Infrastructure Improvements. Said bond shall be in effect for two (2) years subsequent to the acceptance by the Village of the dedicated Infrastructure Improvements. If the Infrastructure Improvements have been completed in compliance with the approved Final Site Plan, the Village shall accept dedication, but only (i) if the Developer is not otherwise in default past applicable grace and cure periods under this Agreement and (ii) after the Village engineers have inspected and approved the Infrastructure Improvements to determine their compliance with the applicable Village standards.

SECTION 5. PROJECT ROADS

5.1 Status: The roads within the Project will be private and remain private unless otherwise approved by the Village Council in connection with a Developer request to dedicate same. There shall be no obligation on the part of the Village to accept any such dedication.

5.2 Traffic Control Order. Developer will obtain a Traffic Control Order for the Project reasonably acceptable to the Village for the purpose of ensuring that the Michigan Uniform Traffic Code laws are enforceable by the Washtenaw County Sheriff's Department on the private roads within the Project. The Village agrees to cooperate as reasonably necessary to assist the Developer in obtaining a Traffic Control Order, provided that all fees, costs or charges are paid or reimbursed by the Developer.

5.3 Signage: The Developer agrees to install public and private road signs in accordance with the approved Final Site Plan. If necessary, the Developer agrees to post "No

Parking This Side of Street” signs on one side of each street. Unless the approved Final Site Plan specifies a contrary standard, all signage shall meet the requirements of the Michigan Manual of Uniform Traffic Control Devices.

5.4 Island Lake Road Right-of-Way: Prior to the commencement of any construction of the Infrastructure Improvements, the Developer must obtain access approval onto Island Lake Road from the Washtenaw County Road Commission and incorporate the approved plans into the Final Site Plan.

5.5 Emergency Access Obligations. The Developer shall provide an access easement and a service lead for an electrical connection for the emergency siren to be installed by the Village on an adjacent DTE Energy utility right-of-way. In addition, the Developer, at its sole cost and expense, shall install, maintain, repair, and replace break away bollards at all emergency access locations within the Project.

SECTION 6. PROJECT OPERATION, REPAIR AND MAINTENANCE

6.1 Maintenance of Property: The Developer shall maintain, repair and replace all improvements at the Project including landscaping, drains and storm water detention facilities. The Developer will assure that public and common areas will be or have been irrevocably committed for that purpose and provide the Village with a means of legally enforcing such commitments reasonably satisfactory to the Village.

The Project will be maintained in compliance with all regulations and standards applicable to retirement communities and operated in a first class manner. Grass in open lawn areas shall not exceed eight (8) inches in height. The Developer shall be responsible for the removal of snow from the walk to be located along Island Lake Road (as defined below) that will serve as a future sidewalk extension to connect the Project to the Village. Hazardous conditions caused by fallen trees and other dangerous circumstances shall be remedied within forty-eight (48) hours, weather permitting. Open excavations or open basements that are not part of current construction are not permitted and must be secured to prevent dangerous circumstances.

6.2 Village Maintenance Rights. The Village retains the right to assume maintenance of the Property if the Developer fails to provide minimum maintenance consistent with these aforementioned standards after a ten (10) day written notice is sent in accordance with the Village of Dexter Nuisance Ordinance. Any and all costs (including interest at the rate of one percent (1%) over the prime rate established by National City Bank which shall accrue on the amount billed until paid) incurred by the Village in such maintenance and enforcement of these provisions shall be billed to the Developer. The Developer hereby consents, to the placement of a lien against the Property by the Village if maintenance costs are not paid within sixty (60) days of invoice date. The Village reserves the right to take any action it deems necessary to remedy any nuisance under the Village Nuisance Ordinance.

SECTION 7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification: The Developer shall defend, indemnify, and hold harmless the Village, together with its officers, employees, agents and assigns, against any and all claims, suits, demands, causes of action, liabilities, and judgments, whether for damages or equitable relief, arising out of: (i) any alleged negligent act(s) by the Developer or its agents, successors and assigns, concerning the Project; (ii) any breach of this Agreement by the Developer; (iii) the Developer's improvements or access to public rights-of-ways, utilities or other public infrastructure with respect to the Project; or (iv) any other claims otherwise arising out of this Agreement or concerning the Project, except as set forth in Section 7.2 not caused by or arising from the negligence or willful misconduct the Village. The Developer shall indemnify the Village for all damages and reasonable costs associated with the defense of such claims or suits, including reasonable attorney fees. In the event any legal action or administrative proceeding is brought against the Village by reason of any such claim, the Village shall be entitled to retain counsel.

7.2 Limitation: The indemnification provided by the Developer in Section 7.1 shall not apply to claims, suits or damages arising out of the Village's negligence, the Village's failure to perform contractual obligations or the Village's violations of local, state or federal laws.

SECTION 8. VILLAGE OF DEXTER COMMITMENTS

8.1 PA 425 Conditional Transfer: The Developer's land (14.78 acres) has been conditionally transferred to the Village pursuant to the 1997 PA 425 Conditional Transfer Agreement with Webster Township, as is evidenced by Exhibit 8 attached hereto. The Developer has received approval of the Land Division from Webster Township.

8.2 Inspection: The Village agrees to provide timely and reasonable Village inspections as may be required during construction of the Improvements.

8.3 Recordation: The Village agrees to cooperate in the recordation of this Agreement with the Washtenaw County Register of Deeds. However, the Developer shall ensure the timely recordation of this Agreement, and forward copies of the recorded Agreement to the Village Clerk and the Webster Township Clerk.

8.4 Issuance of Permits: The Village agrees to issue Final Zoning Compliance on the terms and conditions generally applicable under the Zoning Ordinance at the time Developer makes a request for same as provided in section 3.8 above.

8.5 Acceptance of Dedication: The Village agrees to accept dedication of public infrastructure to the public provided the Developer has complied with the requirements of Section 4.7 above.

8.6 Issuance of Taps: The Village agrees to provide sanitary sewer and water taps to serve not more than sixty (60) senior housing attached residential rental units, one (1) caretaker

unit and one (1) 8,085 square foot community center in accordance with the approved Final Site Plan. The Developer acknowledges and agrees that (i) the Village cannot guarantee when water and sanitary sewer capacity within the Village limits will be available for this Project and that Developer is proceeding at its own risk and (ii) the Developer shall pay all fees or charges under Section 4.4 above in connection with any taps that may be provided by the Village on the same terms and conditions generally applicable to such requests in the Village.

8.7 UMRC Tree Account. The Village shall establish the UMRC Tree Account and maintain it in compliance with applicable law and good accounting practice. Village will provide Developer with written notice of UMRC Tree Account information when it becomes available in order for the Developer to fulfill its obligations under Section 3.4 above.

SECTION 9. CONDITIONS

9.1 Island Lake Road Access: The Parties acknowledge that the Project requires access to and from Island Lake Road, which is under the jurisdiction of the Washtenaw County Road Commission. This Agreement is subject to a condition subsequent that the Washtenaw County Road Commission grant an access point to the Project.

9.2 Landscaping Easement: The parties acknowledge that the Project proposes an easement for landscaping and storm water detention on property owned by the Dexter Area Historical Museum. This agreement is subject to a condition that an easement agreement for both Landscaping and Detention be reviewed, approved and recorded by the Village and the Dexter Area Historical Society.

SECTION 10. DEFAULT AND REMEDIES

10.1 Default by Developer. The occurrence of any of the following events shall be a default by Developer under this Agreement: (i) Developer fails to pay when due (or within thirty (30) days after written notice of such failure to pay from the Village to Developer) any payment obligations to the Village under this Agreement, (ii) Developer fails to cure its failure to perform any other covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from Village to Developer; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within thirty (30) days, then, so long as the Developer commences to cure such default promptly after receipt of notice thereof from Village, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, (iii) Any material representation or warranty made in this Agreement or in connection with any application or commitment relating to the Project is materially false or misleading in any material respect at the time made, and the same has a materially adverse affect on the Project, (iv) a failure by the Developer to pay the property taxes levied against the Project or (v) any dissolution, termination, or partial or complete liquidation of Developer prior to completion of the Project.

10.2 Remedies of Village. In the event of a default by the Developer under this Agreement, the Village may pursue all rights and remedies available at law or in equity, including without limitation (i) the right to terminate this Agreement, (ii) the lien rights specifically set forth in this Agreement and (iii) the right to refuse any dedication by the Developer of the Infrastructure Improvements.

10.3 Default by the Village. The occurrence of any of the following events shall be a default by the Village under this Agreement: (i) Village fails to pay when due (or within ten (10) days after written notice of such failure to pay from the Developer to the Village) any payment obligations to the Developer under this Agreement, (ii) Village fails to cure its failure to perform any other covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from Developer to Village; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within thirty (30) days, then, so long as the Village commences to cure such default promptly after receipt of notice thereof from Developer, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, or (iii) any material representation or warranty made in this Agreement is materially false or misleading in any material respect at the time made, and the same has a materially adverse affect on the Project.

10.4 Remedies of Developer. In the event of a default by the Village under this Agreement, the rights and remedies of the Developer shall be limited to (i) termination of this Agreement upon written notice to the Village and (ii) actual damages. The Village shall not be liable to the Developer for any consequential or speculative damages under any circumstances.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 Agreement Runs with Land: This Agreement shall run with the Property and bind and inure to the benefit of all subsequent owners of all or any portion of the Property.

11.2 Future Rights-of-Way: The Developer irrevocably waives any objections to future right-of-way improvements within the sixty (60) foot half road rights-of-way adjacent to the Property made or approved by the Village, Washtenaw County or the Washtenaw County Road Commission located along Island Lake Road or Dexter Pinckney Road. Developer acknowledges and agrees that the Village will have all rights available at law or in equity to enforce this waiver, including without limitation the award of injunctive relief.

11.3 Amendments: Amendments to the Final Site Plan and this Agreement must be reviewed and approved by the Village Council in accordance with its Ordinance.

11.4 Binding Effect: Upon the approval by the Village of the Final Site Plan, the covenants, agreements, terms, provisions and conditions of this Agreement shall bind and benefit the several respective representatives, successors and assigns of the Parties. The obligations of the Developer contained herein shall be binding on successors and assigns in ownership of the

Project. If the Developer is comprised of more than one person or entity, such persons or entities shall be jointly and severally liable for the obligations of the Developer under this Agreement.

11.5 Transfer of Agreement: In the event the Developer transfers the Property in bulk, the Developer agrees to provide the Village with a copy of the deed the Developer delivers to any such transferee, which deed shall be expressly subject to this Agreement.

11.6 Severability: The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions of this Agreement unenforceable, illegal or invalid.

11.7 Whole Agreement: This Agreement contains all of the agreements of the parties and cannot be amended or modified except by the mutual consent of the parties in writing.

[signatures on the following page]

IN WITNESS WHEREOF, the parties have set their hands and seals the day first above written. This Agreement is not intended to create contractual right for third parties. It may be enforced, amended or rescinded only by the parties or their successors in interest.

DEVELOPER:
United Methodist Retirement Communities,
Inc., a Michigan non-profit corporation

VILLAGE:
Village of Dexter, a Michigan municipal
corporation

By: _____

By: _____
Jim W. Seta, Village President

Its: _____

By: _____
David F. Boyle, Clerk

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On this _____ day of October __, 2007 before me personally appeared _____, the _____ of United Methodist Retirement Communities, Inc., a Michigan non-profit corporation, on behalf of the corporation.

_____, Notary Public
_____, County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On this _____ day of October __, 2007, before me personally appeared Jim W. Seta and David F. Boyle, of the Village of Dexter, to me known to be the persons who executed this foregoing instrument, and to me known to be the President and Clerk, respectively, of said Village of Dexter and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Village of Dexter by its authority.

_____, Notary Public
_____, County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

Prepared by:
Allison Bishop, Community Development
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

After Recording Return To:
Donna Dettling, Village Manager
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

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AALIB:505506.7\022911-00023

EXHIBIT 1
PROPERTY LEGAL DESCRIPTION

PARCEL 1A

Property located in the Township of Webster, Washtenaw County, Michigan, described as follows: Commencing at the Southwest corner of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan, thence N02°53'00"W 364.46 feet along the West line of said Section 31 to the POINT OF BEGINNING; thence continuing N02°53'00"W 1181.66 feet along the West line of said Section 31; thence S62°31'28"E 284.56 feet along the centerline of Island Lake Road; thence S56°57'50"E 852.64 feet along the centerline of Island Lake Road; thence S21°25'18"W 152.69 feet; thence S23°51'02"W 78.23 feet; thence S62°10'51"W 101.34 feet; thence N80°37'20"W 89.25 feet; thence S62°49'21"W 268.00 feet; thence S01°39'33"E 106.36 feet; thence S77°50'09"W 109.10 feet; thence S63°39'40"W 145.16 feet; thence S82°49'30"W 172.00 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan and containing 14.78 acres of land, more or less. Being subject to the rights of the public over the Southwesterly 33 feet of Island Lake Road. Also being subject to easements and restrictions of record, if any.

EXHIBIT 3

VILLAGE OF DEXTER Dedication of Public Streets and Utilities

Upon the completed installation of streets and or water, sewer, storm utilities by a developer, the Village will consider the acceptance of the streets and utilities as public. The following is a checklist for the dedication process.

1. **Inspections** - Inspections for asphalt or concrete roads will be performed after construction of buildings are complete unless special arrangements are made and approved by the Village* (see page 2). Inspection of asphalt roads must be performed prior to placing the final wearing course. Prior to inspections of new roads, the developer shall provide copies of compaction testing, aggregate base thickness measurements, and asphalt thickness measurements. Verification that adequate inspection and testing of water and sewer mains occurred during the project will be necessary. This work is the responsibility of the developer, and the results will be submitted to the Village for review. The Village Community Development Office (CDO) will also conduct a final site inspection upon request from the developer. The CDO will inspect for site plan compliance, including but not limited to, landscaping, open space, signage, etc. After review, the Village Engineer, and the Department of Public Services (DPS) shall also conduct an on-site inspection. OHM and the DPS will issue Punch lists. Upon completion of punch lists correspondence accepting the project will be issued by OHM and DPS. Final acceptance will proceed when the following documents have been issued:

- a.) A letter from OHM stating completion of the punch list, acceptance of the project, and correspondence indicating that OHM supports dedication of the project.
- b.) A letter from the Superintendent of Public Services stating completion of the punch list, acceptance of the project, and correspondence indicating that DPS supports dedication of the project.
- c.) A final inspection correspondence from the Community Development Manager stating completion of the site plan punch list, acceptance of the project and correspondence indicating that the CDO supports dedication of the project.

2. **Maintenance/Repair** - if any problems are identified by the on-site inspection (punch list) and or the review of the test or roadway data, the developer must correct these problems before the process can continue. Once all problems on the punch list have been corrected, the wearing course for asphalt roads is placed.

3. **Survey** - The applicant must provide Sealed Engineer's drawings of the roadway sections and underground utilities proposed for dedication as public in each new development. The applicant must also provide written legal descriptions of the streets, underground utility easements and/or other easements. This information shall be provided on 8 1/2 x 14 legal size paper.

4. **Maintenance and Guarantee Bond** - A two-year Maintenance and Guarantee Bond in the amount equal to one half of the cost of construction of the public utilities, roadway pavement, sidewalks, curb, gutter, water mains, sanitary sewers and storm drains shall be posted by the

This document is intended to be a guide for the dedication process, and has not been adopted as a formal policy. The Village continues to evaluate the effectiveness of this process, and may from time to time enhance this process to better serve the public.

developer with the Village. The amount of this bond will be based on either the signed contract for the work or on an estimate by a professional engineer. The basis of the bond amount shall be submitted to the Village for review prior to the posting of the Maintenance and Guarantee Bond. An extended term on the Bond will be required for developments in which less than 100% of the buildings are constructed. Details of this requirement appear on page 2 under special arrangements.

4. Review and approval of Dedication by Legal Counsel. Legal Counsel will review the dedication documents and provide support for the dedication, prior to Village Council accepting dedication.

5. Resolution by Village Council - After all required information has been provided, reviewed and accepted by the Village and/or their representatives; Village Council will consider a resolution to accept public infrastructure. This resolution must accompany the Act 51 application, which will be completed by the Village Street Administrator.

***Special arrangements:** The Village will ordinarily not accept streets until construction of all buildings is substantially complete, so that heavy construction vehicles do not destroy the integrity of the new streets. Many developers install all but the wearing course of asphalt during construction. When they are ready to dedicate the streets, they lay the final wearing course.

If a developer desires to dedicate prior to the completion of construction of all buildings, the developer may request that the Village accept early dedication. In such cases, the developer must agree to extend the term of the Maintenance and Guarantee Bond according to the schedule below. The Village Council may waive the necessity of an extended term, impose additional conditions, or refuse to accept dedication.

If, Council accepts dedication prior to substantial completion of home construction on the site, the developer will be required to maintain the roadways until 50% of the homes are built. It is understood that maintenance will include snow removal and salting as well as general maintenance and upkeep of the roadways.

The Village Engineer shall inspect the site prior to the expiration of the Maintenance and Guarantee Bond, and report to the Village the condition of the roadway/appurtenances.

100% Complete	2-Year Bond
90% to 99% Complete	3-Year Bond
80% to 89% Complete	4-Year Bond
70% to 79% Complete	5-Year Bond
60% to 69% Complete	6-Year Bond
50% to 59% Complete	7-Year Bond
Anything under 50%	8-Year Bond

The Village retains the right to withhold dedication for sites less than 50% complete.

This document is intended to be a guide for the dedication process, and has not been adopted as a formal policy. The Village continues to evaluate the effectiveness of this process, and may from time to time enhance this process to better serve the public.

The developer will be required to provide documentation of the number of lots, vacant and built as part of the dedication submittal. The developer may request to replace the initial Bond for a reduced term, if 100% of the site is completed and more than 2-years remain on the initial bond term.

This document is intended to be a guide for the dedication process, and has not been adopted as a formal policy. The Village continues to evaluate the effectiveness of this process, and may from time to time enhance this process to better serve the public.

EXHIBIT 4
STORM WATER DETENTION AREA LANDSCAPE MAINTENANCE PLAN

EXHIBIT 4										
STORM WATER DETENTION AREA LANDSCAPE MAINTENANCE PLAN										
PERMANENT MAINTENANCE TASKS AND SCHEDULE										
	Emergency Overflow	Storm Detention Areas	Filtration Basins	Rip-Rap	Outflow Control Structures	Ditches & Swales	Catch Basin Inlet Casings	Catch Basin Sumps	Storm Sewer System	COMPONENTS:
TASKS:										SCHEDULE:
Inspect for sediment accumulation		X	X		X	X		X	X	Annually
Removal of sediment accumulation		X	X		X	X		X	X	Every 2 Years as Needed
Inspect for floatables and debris		X	X		X	X	X			Annually
Cleaning of floatables and debris		X	X		X	X	X			Annually
Inspection for erosion		X	X		X	X				Annually
Re-establish permanent vegetation on eroded slopes		X	X			X				As needed
Replacement of Stone					X					As Needed
Mowing		X	X			X				0 to 2 times per year
Inspect Stormwater System components during wet weather and compare to as-built plans (by Professional Engineer)	X	X	X	X	X	X	X	X	X	Annually
Make adjustments or replacements as determined by annual wet weather inspection	X	X	X	X	X	X	X	X	X	As needed
Keep records of all inspections and maintenance activities										Annually
Keep records of all costs for inspections maintenance and repairs										Annually
**As needed* means when sediment has accumulated to a maximum of one foot depth.										

EXHIBIT 5

RESOLUTION FOR THE PURPOSE OF
ESTABLISHING PERFORMANCE ESCROW
AMOUNTS

Minutes of a regular meeting of the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, held on the 8th day of December 2003, Eastern Daylight Time.

PRESENT: Coy, Carson, Seta, Walters, Semifero

ABSENT: Hall

The following preamble and resolution were offered by Member Seta and supported by Member Carson:

WHEREAS, the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan (the "Village"), has determined it necessary to establish an escrow account to ensure compliance with construction and final site plan standards, a performance escrow and the fees below have been established;

NOW, THEREFORE, BE IT RESOLVED THAT THE FOLLOWING FEES APPLY TO UNFINISHED SITE WORK:

1. Public Sidewalk escrow shall be \$45.00 per Linear Foot
2. Street Tree escrow shall be \$300.00 per street tree
3. Other Site Landscaping escrow shall be \$150.00 per shrub and \$300.00 per tree
4. Sod/Seeding escrow shall be \$3.00 per square foot
5. Final Grading escrow shall be \$700.00
6. Screening Fence escrow shall be \$20.00 per Linear Foot
7. Dumpster Screen escrow shall be \$3000.00
8. Pavement escrow shall be \$400.00 per parking space or \$400.00 per 160 square feet
9. Other - Other incomplete site work escrow amounts shall be based on invoice provided by applicant.

AYES: Carson, Seta, Walters, Semifero, Coy

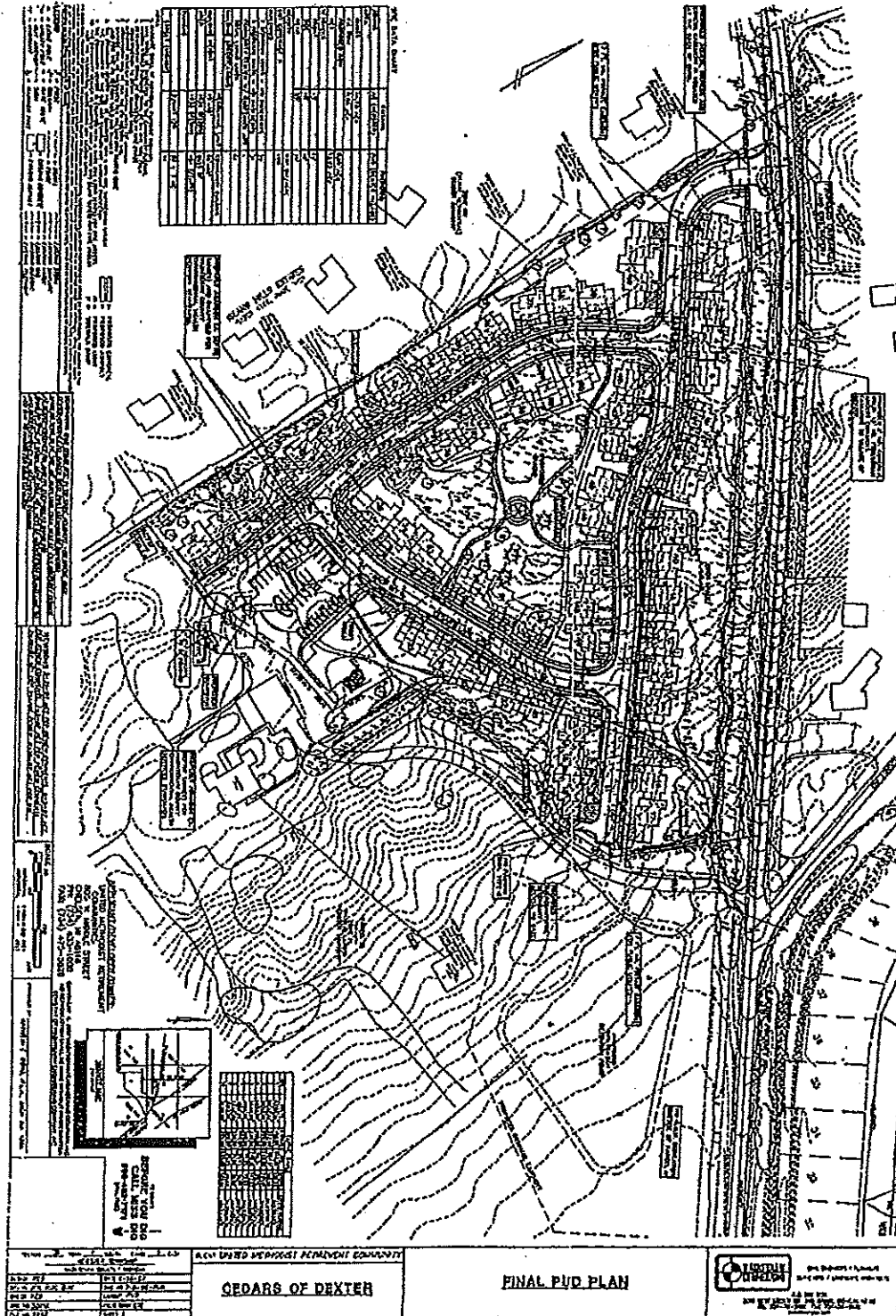
NAYS: _____

RESOLUTION DECLARED ADOPTED

THIS 8th DAY OF December 2003

Donna R. Dister
Village Clerk

EXHIBIT 6



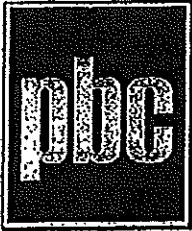


EXHIBIT 7

PETERS BUILDING CO.

172 S. INDUSTRIAL DRIVE • P.O. BOX 577
SALINE, MICHIGAN 48178
www.petersbuilding.com

(734) 429-4200

FAX: (734) 429-2878

RESIDENTIAL • COMMERCIAL • DEVELOPMENT

September 5, 2007

Ms. Donna Dettling
Village of Dexter
8140 Main Street
Dexter, MI 48130

RE: WESTRIDGE OF DEXTER PUMP STATION REIMBURSEMENT

Dear Ms. Dettling:

Please accept this letter as Peters Building Co. authorization to waive reimbursement fees in the amount of \$30,894.00 due to our company for the connection to the Westridge of Dexter Sanitary Sewer Pump Station by the United Methodist Retirement Community, Inc. for the project consisting of 60 senior housing units, and one caretakers unit and 6,500 sq. ft. community center, also known as the Cedars of Dexter.

Peters Building Co. authorization to waive the reimbursement of the fees referenced above applies only if both the Village of Dexter and the United Methodist Retirement Community, Inc. have reached and entered into a development agreement for the Cedars of Dexter that is acceptable to both parties on, or before October 31, 2007.

Please feel free to contact me at your earliest convenience at (734) 429-4200.

Sincerely,

James G. Haeussler
President

JGH/lmr

EXHIBIT 8



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

February 16, 2007

Allison Bishop, AICP
Community Development Manager
Village of Dexter
8140 Main Street
Dexter, MI 48130-1092


RE: Conditional Transfer of the Dexter Area Historical Society parcel
Job number 06-431

Dear Ms. Bishop:

This letter serves to acknowledge that the changes and or corrections to property descriptions for Job Number 06-431, described as Dexter Area Historical Society parcel, have been reviewed and accepted by the Michigan Department of Transportation (MDOT), and will be published in an upcoming edition of the *Michigan Public and Local Acts*.

The original filing date with the Office of the Great Seal on December 29, 2006 of the conditional transfer of Property pursuant to Public Act 425 of 1984, as amended, from Webster Township to the Village of Dexter, shall remain as the effective date of this boundary change.

Sincerely,



Donald L. Biggs, Analyst
Legal Policy and Procedures Section
517-335-6720

cc: Webster Township Clerk
Washtenaw County Clerk
Michigan Department of Labor and Economic Growth, State Boundary Commission
Michigan Department of Labor and Economic Growth, Liquor Control Commission
Michigan Department of Labor and Economic Growth, Office of Land Survey and Remonumentation
Michigan Department of Information Technology, Center for Geographic Information
Michigan Department of Treasury, Office of Revenue and Tax Analysis
Michigan Department of Transportation, Bureau of Transportation Planning
U.S. Bureau of the Census
Office of the Great Seal Job Number 06-431

Corrected Property Description
Job Number 06-431

Joint Resolution Number 28-2006

VILLAGES
Washtenaw County

In the matter of the conditional transfer of certain property located in Webster Township to The Village of Dexter. Conditionally transferred in accordance with the provisions of Public Act 425 of 1984, as amended the following described property:

Commencing at the Southwest corner of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan, thence N02°53'00"W 364.46 feet along the West line of said Section 31 to the POINT OF BEGINNING; thence continuing N02°53'00"W 1181.66 feet along the West line of said Section 31; thence S62°31'28"E 284.56 feet along the centerline of Island Lake Road; thence S56°57'50"E 852.64 feet along the centerline of Island Lake Road; thence S21°25'18"W 152.69 feet; thence S23°51'02"W 78.23 feet; thence S62°10'51"W 101.34 feet; thence N80°37'20"W 89.25 feet; thence S62°49'21"W 268.00 feet; thence S01°39'33"E 106.36 feet; thence S77°50'09"W 109.10 feet; thence S63°39'40"W 145.16 feet; thence S82° 49'30"W 172.00 feet to the Point of Beginning. Being a part of the Southwest ¼ of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan and containing 14.78 acres of land, more or less. Being subject to the rights of the public over the Southwesterly 33 feet of Island Lake Road. Also being subject to easements and restrictions of record, if any; and

Record of proceedings filed in the Office of the Secretary of State December 29, 2006

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 ext 11 Fax (734)426-5614

MEMO

To: President Seta and Council Members
From: Donna Dettling, Village Manager
Date: October 22, 2007
Re: Request from Sloan Kingsley Property owner to reaffirm the annexation petition

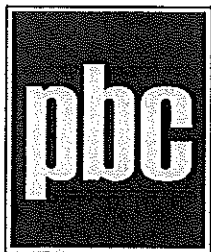
On October 9, 2007 the Scio Township Board passed a resolution stating that they are interested in continuing the 425 negotiations with the Village, however based on the attached letter from Mr. Haeussler the construction of any less than 575 units is not financially feasible. As this is one of the issues that Scio finds unacceptable, the negotiations have reached a stalemate. After reviewing this document, which is provided in this packet, the Village has two options to consider:

1. Continue to negotiate the 425 Agreement with Scio Township
2. Act on the property owner's request for annexation by informing the County of the 425 negotiation stalemate, which will allow them to proceed with the annexation process.

The option that is selected will determine the direction we go with holding a public forum, per Trustee Semifero's request. Keep in mind that if we decide to submit the letter to the County encouraging them to address the annexation public hearings will be required as part of the process.

The following documents are included in this packet as a review of how this issue has progressed:

1. Letter from Mr. Haeussler – Peters Building Company dated 10-19-07
2. Scio Township Board resolution adopted 10-9-07
3. Letter to Scio Township Board from Mr. Haeussler dated 10-8-07
4. Village Resolution adopted 9-10-07
5. Letter submitted to County 9-11-06 requesting the annexation including the petition and Village Resolution 15-2006
6. Village Resolution establishing council policy statements on growth adopted 2-27-06
7. Updated letter from Peters Building Co. requesting annexation dated 7-22-05
8. Letter in response to initial annexation request dated 7-12-05
9. Memo to Council regarding annexation and 425 agreements dated 4-25-05



PETERS BUILDING CO.

172 S. INDUSTRIAL DRIVE • P.O. BOX 577
SALINE, MICHIGAN 48176
www.petersbuilding.com

(734) 429-4200

FAX: (734) 429-2678

RESIDENTIAL • COMMERCIAL • DEVELOPMENT

October 19, 2007

Village Council
Village of Dexter
Mr. James W. Seta
President
8140 Main Street
Dexter, MI 48130

RE: SLOAN/KINGSLEY PROJECT

Dear Mr. Seta:

Peters Building Co. would like to thank the Village Council of Dexter for its time and consideration of the Scio Township/Dexter Village Council 425 Joint Task Force recommendations on the proposed Sloan-Kingsley Farm annexation. We participated in the Joint Task Force discussions.

As you are aware, the Village of Dexter was asked to participate in the Joint Task Force by the Washtenaw County Board of Commissioners prior to the Commissioners holding a Public Hearing and voting on the annexation request before them. The Joint Task Force recommendations were delivered to the Village Council for its consideration after 10 months of deliberation. We, as the applicant and agent of the land owners, agree with the recommendations of the Joint Task Force.

On October 9, 2007 the Scio Township Board passed a resolution that indicates they do not agree with several of the Joint Task Force recommendations. We are unable to accept many of the positions taken by the Township regarding its recommendations and believe any further discussions on a 425 Agreement with Scio Township would fail to result in an agreement acceptable to us.

Given the current position of the Scio Township Board and the fact that the Dexter Village Council passed a resolution to support the recommendations of the Joint Task Force on September 10, 2007, we respectfully request that the County Commissioners be notified of each municipality's resolution so they can proceed with the public hearing on the request before them. We feel that it is time for the County Commissioners to consider the matter before them, schedule a Public Hearing, review the information provided and vote.

Please feel free to contact me with any questions or concerns.

Sincerely,

James G. Haeussler
President

JGH/psg

SCIO TOWNSHIP BOARD

RESOLUTION REGARDING PROPOSED ACT 425 AGREEMENT
WITH VILLAGE OF DEXTER

At a regular meeting of the Township Board of Scio Township, held at the Scio Township Hall, 827 North Zeeb Road, Ann Arbor, MI 48103, on October 9 2007, at 7:00 p.m.

PRESENT: Palmer, Ream, Nielsen, Knol, King, Nacht

ABSENT: Dries

The following Resolution was offered by Ream and seconded by Palmer.

WHEREAS, representatives of the Township Board have been meeting and negotiating with representatives of the Dexter Village Council regarding a proposed Act 425 agreement between Scio Township and the Village of Dexter; and

WHEREAS, the Township and Village representatives recently released their Second Report and Second Draft of the proposed Act 425 agreement, together with various attachments, which were provided to the Township Board for review; and

WHEREAS, the Township Board has completed its review of the said report, draft agreement and attachments, has received further advice and input from the Township's legal counsel, and has received comments from the general public; and

WHEREAS, the proposed draft agreement is not acceptable to the Township Board in its present form and content for a number of reasons; and

WHEREAS, in fairness to the Village, the property owner of the land that would be subject to the proposed agreement, and the general public, the Township Board wishes to identify those portions of the report and the proposed agreement that are not acceptable to the Township Board; and

WHEREAS, the Township Board hopes to continue negotiating with the Village Council

through its representatives to resolve the points that are not acceptable to the Township Board and to reach an that will be acceptable to the Village, the Township, the property owner, and the general public.

NOW, THEREFORE, the Township Board of Scio Township HEREBY FINDS that following portions of the Second Report and the proposed Act 425 agreement between the Village and the Township are not acceptable to the Township Board for the following reasons:

1. Findings Regarding Deficiencies in the Second Report. The Second Report is still too preliminary to provide an acceptable basis for any agreement between the Village and the Township. As written, the report essentially gives all discretion on all land use issues to the Village and the property owner, and provides no assurances, guidelines or standards for the protection of the Township or the general public. Although the Township and Village representatives have been meeting for several months, the Second Report still needs many essential details to be resolved with regard to critical land use issues. Specifically, the following points are either not addressed or are not sufficiently developed in the report:

- a. No Development Agreement. There is no mention in the report or the draft agreement of a Development Agreement among the Village, the Township and the property owner. Such a Development Agreement would be essential to bind the property owner to any land use agreements that are reached.

- b. Lack of Standards or Township Authority. Mention is made in the report of a joint review of land uses by the Village and the Township, but it appears that the Township Planning Commission's input would only be advisory, and that the Village Council would have the final decision on any land use issues. Without some strictly enforceable guidelines or standards in the Agreement, the Township and the general public have no assurances regarding the character of the development that will eventually be permitted on the property.

c. PDR. The PDR strategy previously proposed by the Township has been rejected based on "timing" considerations. Although the potential for a property owner contribution of up to \$575,000 (\$1,000 per unit) is mentioned in the report, substantially greater detail and commitment from the property owner is necessary for any final agreement to be reached.

d. Density Bonus. The report mentions a potential density of up to 575 residential units, even though the property can be used for only approximately 200 residential units by right as currently zoned. Even in a PUD context, a 288% density bonus would potentially be excessive. The report and the draft agreement lack the necessary details for determining specifically how much of a density bonus could be granted, and on what terms and conditions such a bonus could be granted.

e. Open Space. Open space of 50% or more is mentioned in the report, but the exact properties to be preserved, or the standards for choosing which properties would be preserved, are not specified.

f. Natural Features. A detailed inventory of natural features is required, but no mention is made in the report or in the draft agreement of any protections for these natural features.

g. Specific Land Uses. A wide range of potential uses for the property is mentioned in the report, including residential (1, 2, 3 and 4-plexes), neighborhood commercial, limited industrial, and research and development. The report contains no suggestions, guidelines or standards on whether or how any one or more of these land uses could be approved. It is also not clear from the report whether the commercial, industrial and research uses are proposed to be in addition to the proposed 575 residential units.

2. Findings Regarding Deficiencies in the Proposed Act 425 Agreement. The above Township Board findings made with regard to the land use issues in the Second Report also apply

to the draft agreement. The draft agreement also contains a number of financial and other provisions that are contrary to the Township's interests and inconsistent with the vast majority of prior agreements entered into between townships and villages under Act 425. Under the draft agreement, the Township would lose all control of and revenue from the property, without receiving any of the customary protection or compensation provided for in typical agreements entered into under Act 425. In addition to the critical land use issues noted above with regard to the report, the draft agreement contains a number of financial and other terms that are disadvantageous to the Township, including:

a. Length of the Agreement. The proposed 15-year term is extremely short, considering that Act 425 allows agreements of up to 50 years plus a 50-year renewal. Fifteen years is also much shorter than most typical Act 425 agreements. Of the 45 agreements entered into between Townships and Villages under Act 425, 41 (91%) have been for the full 50 years permitted by Act 425. See, *Taylor, The Conditional Land Transfer Act: Research, Reflections and Policy Recommendations* (2005).

b. Tax Sharing. Under the draft agreement, the Township would continue to receive only its own millage on the property, and even that millage would last only as long as the Village does not become a City. If the Village becomes a City, the draft agreement would give the Township no tax sharing at all. In Act 425 agreements between Townships and Villages, it is common to provide that the Township will receive at least its current millage if the Village becomes a City. Many such agreements provide that the Township will receive its current millage plus additional millage as consideration for entering into the agreement with the Village. The proposed agreement is disadvantageous to the Township on this point.

c. State Revenue Sharing. The proposed agreement makes no mention of apportioning State revenue sharing dollars between the Village and the Township. Since a large part of this

proposed development would be residential, it would generate a substantial amount of State revenue sharing for the Village, possibly an amount equal to or greater than the amount of property taxes the development would generate. Many Act 425 agreements provide for a portion of the State revenue sharing to be paid to the Township, but this proposed Agreement provides for no such sharing. If this property developed within the Township, all of the revenue sharing from the property would be received by the Township. Accordingly, the omission of any reasonable revenue sharing provision would be disadvantageous to the Township.

d. Transfer to Village at End. Section 11 of the draft agreement provides that the property returns to the Township at the end of the agreement only if it has not developed. The agreement does not expressly provide what happens to the property at the end of the agreement if it is developed, but presumably the Village's intent is that the property will become a permanent part of the Village (or a successor City) at the end of 15 years. Of the 45 agreements between villages and townships under Act 425, 19 (approximately 42%) provide for the property to revert to the Township at the end of the Agreement, and the balance provide for the property to remain permanently in the Village (or City). See *Taylor, supra*. The proposal that the property remain permanently with the Village at the end of the agreement would be particularly disadvantageous to the Township here, since (1) the agreement is extremely short, and (2) the Township is not proposed to receive any additional tax revenue or State revenue sharing during the term of the agreement to compensate the Township for the eventual loss of the property. Thus, under the proposed terms of the draft agreement, the proposal to transfer the property permanently to the City after 15 years would be disadvantageous to the Township.

e. Open Space Credit. The draft agreement contains one additional land use issue that is not addressed in the report. Under the draft agreement, the property owner would be given "open space" credit for water management systems, such as detention and retention ponds. In

effect, this would reduce the amount of actual open space that is preserved on the property. In addition, it would allow the property owner to receive open space credit for water management systems that it is required to provide in any event. The effect of this provision would be to further increase the potentially excessive density bonus proposed for the property.

NOW, THEREFORE, be it resolved by the Township Board of Scio Township, Washtenaw County, Michigan, as follows:

1. Based upon the above findings, the Township Board hereby determines that the Second Report and draft Act 425 agreement with the Village of Dexter are not acceptable in their current form and content.
2. The Township Board hereby directs its representatives to continue negotiations with the Village Council's representatives in order to resolve the deficiencies in the Second Report and the draft agreement.
3. The Township Clerk shall, immediately following adoption, provide the Village Council and the property owner a copy of this Resolution.
4. Any other resolutions that are in conflict with this resolution are hereby repealed.
5. The foregoing resolution shall take effect immediately upon its adoption and approval.

RESOLUTION DECLARED ADOPTED AND APPROVED on this 9th day of October, 2007.

YEAS: Palmer, Beam, Nelsen, Knol, Nacht, King

NAYS: 0

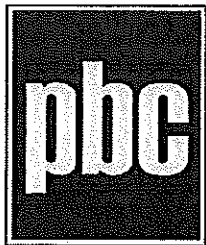
CERTIFICATION

The undersigned Clerk of Scio Township hereby certifies and attests that the foregoing resolution was duly adopted by the Township Board at a meeting of said Board and that such resolution has not been amended or altered and is in full force and effect on the date stated below.

Dated: October 10, 2007

Kathleen Knol
Kathleen Knol, Township Clerk

SA151\TWP\Scio\425Resolutiona.doc



PETERS BUILDING CO.

172 S. INDUSTRIAL DRIVE • P.O. BOX 577
SALINE, MICHIGAN 48176
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(734) 429-4200

FAX: (734) 429-2678

RESIDENTIAL • COMMERCIAL • DEVELOPMENT

October 8, 2007

Mr. Charles Nielsen
Supervisor
Township of Scio
827 N. Zeeb Road
Ann Arbor, MI 48103

RE: SLOAN-KINGLSEY PROPOSED 425 AGREEMENT

Dear Charles:

Thank you for taking time to discuss the Township concerns regarding the residential density in the proposed 425 Agreement with the Village of Dexter for the Sloan-Kingsley property.

As our company has indicated several times during the task force discussions over the past year a minimum residential density of 575 units in combination with some neighborhood service and light industrial/research uses is required to make the project economically feasible. Please remember this agreement has a minimum of 50% of the gross area left as open space, with a sizeable portion being dedicated as public parkland for the use and enjoyment of all the residents of both the Township and the Village.

Pursuant to your request we again evaluated the proposed project to see if it would be economically viable with a reduction in residential density. We come to the same conclusion as we have previously that a minimum of 575 residential units in combination with some neighborhood service and light industrial/research would be needed to make the project financially feasible.

Please feel free to contact me with any questions or concerns.

Sincerely,

James G. Haeussler
President

JGH/lmr

RESOLUTION FOR THE PURPOSE OF
ESTABLISHING VILLAGE COUNCIL
INTENTION TO ENTER INTO A 425
AGREEMENT WITH SCIO TOWNSHIP

ITEM L-7

Whereas, the Village of Dexter was petitioned by the owner of lands, more commonly known as Sloan Farm and Kingsley Property adjacent to the Village for annexation of property from Scio Township into the Village of Dexter; and

Whereas, the Village submitted an annexation request on September 12, 2006 to the County Board of Commissioner on a 5 to 2 vote from a regular meeting held on August 28, 2006; and

Whereas, the County Board of Commissioners, at the request of Commissioner Ouimet, delayed action on the request in order for the Village and Township to meet and discuss the potential of using a 425 Agreement to resolve annexation issues; and

Whereas, an Ad Hoc Committee made up of representatives from each community has created an acceptable frame work for a 425 Agreement; and

Whereas, the Ad Hoc Committee has identified public benefits for the residents of our region; and

Whereas, it is the desire of the Village of Dexter that Scio Township participate in planning the development known as the Sloan Farm and Kingsley Property; and

Whereas, the Village desires to continue discussions with Scio Township in developing a 425 Agreement that is acceptable to both parties using the draft 425 Agreement reviewed during the August 15, 2007 Joint Work Session.

NOW THEREFORE BE IT RESOLVED, that the Village of Dexter desires to pursue further discussions with Scio Township regarding a 425 Agreement for the Sloan Farm & Kingsley property.

Resolution offered by: and Seconded by:

Yeas:

Nays:

Absent:

RESOLUTION DECLARD ADOPTED THIS _____ DAY OF _____ 2007.

COPY

David F. Boyle, Village Clerk



VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Village Council

Jim Seta
President

Joe Semifero
President Pro-Tem

Jim Carson
Councilperson

Paul Cousins
Councilperson

Donna Fisher
Councilperson

Shawn Keough
Councilperson

Terry Walters
Councilperson

David Boyle
Clerk

Administration

Donna Dettling
Manager

Marie Sherry
Treasurer/Finance Director

John Hanifan
Assistant Manager

Ed Lobdell
Public Services Superintendent

Allison Bishop
Community Development Manager

THE VILLAGE OF
DEXTER IS AN EQUAL
OPPORTUNITY
PROVIDER AND
EMPLOYER

www.
villageofdexter.org

September 11, 2006

Washtenaw County Clerk
Attn: Stephen Kirschner
200 North Main Street
P.O. Box 8645
Ann Arbor, MI 48107-8645

Re: Petition for Annexation

Dear Mr. Kirschner:

At the regular Village Council meeting on August 28, 2006, Village Council adopted the enclosed Resolution and subsequently signed a Petition requesting that the County Board of Commissioners determine that the annexation, as proposed, be approved and that lands as described be annexed and be incorporated within the corporate limits of the Village of Dexter, Washtenaw County, Michigan.

Please contact me at your earliest convenience with the date of the public hearing, or if you have questions or require additional information in order to proceed with a public hearing. As required, the Village will publish a notice of the hearing one time each week for 3 weeks immediately preceding the hearing on the petition.

Respectfully,

Donna Dettling
Village Manager

cc: Washtenaw County Administrator

PETITION

Village of Dexter

The Village Council of the Village of Dexter, Washtenaw County, Michigan, having heretofore adopted Resolution #15-2006 determining the desirability of annexing to the Village of Dexter, Washtenaw County, Michigan, all of the following described lands located in the Township of Scio, to-wit:

Five parcels, 08-07-400-004, 08-07-400-003, 08-07-400-002, 08-08-300-002, 08-08-300-001, encompassing approximately 320 acres along both side of Baker Road. Metes and bounds property description attached as Exhibit D.


Pursuant to Section 6, Chapter 14, Act 3 of 1895 of the Public Acts of the State of Michigan (MCL 74.6; MSA 5.1470) petitions the Board of Commissioners, Washtenaw County, Michigan, to order the annexation in accordance with the resolution and this petition. A copy of the resolution is attached and made a part hereof.

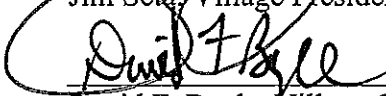
The reasons for the annexation are fully set forth in the resolution of the Village Council of the Village of Dexter, Washtenaw County, Michigan, attached hereto. The annexation is necessary to promote the business and economic development of the Village of Dexter.

Petitioner prays that the Board of Commissioners set a date for the hearing of this petition and that on the date of the hearing of the petition, the Board of Commissioners order and determine that the annexation, as proposed, be approved and that lands above described be annexed and be incorporated within the corporate limits of the Village of Dexter, Washtenaw County, Michigan.

Signed at Dexter, Michigan, this 11th day of September 2006.

VILLAGE COUNCIL OF THE VILLAGE OF DEXTER


Jim Seta, Village President


David F. Boyle, Village Clerk

RESOLUTION # 15-2006

**RESOLUTION FOR THE PURPOSE OF
PETITIONING THE WASHTENAW COUNTY
BOARD OF COMMISSIONERS TO ANNEX
PROPERTY INTO THE VILLAGE OF DEXTER,
WASHTENAW COUNTY, MICHIGAN**

Whereas, a petition was submitted to the Village of Dexter on July 22, 2005 for annexation of lands, more commonly known as Sloan Farm and Kingsley Property adjacent to the Village, from Scio Township into the Village of Dexter,

Whereas, the Village of Dexter has an interest in protecting and properly developing the lands adjacent to its current borders in a manner consistent with the Village character, the Village's Master Plan and the Comprehensive Plan for the County of Washtenaw,

Whereas, the lands identified in the petition are adjacent to the Village borders and meet the common law requirements for annexation purposes, that is to say they are contiguous, proportionate and create no enclaves,

Whereas, the opportunity to continue to grow at a slow managed pace is in the Village of Dexter's best interests economically,

Whereas, the Village has been identified as a key population center in the Comprehensive Plan for the County of Washtenaw,

Whereas, the Washtenaw Area Transportation Study has proposed this land as a future Urbanized Area based on SEMCOG's 2030 forecast for development,

Whereas, the Comprehensive Plan for the County of Washtenaw specifically states that additional development should occur in and around current population centers (Villages and Cities), with existing infrastructure to support such development and reduce "sprawl"; (see Chapter 3 of, "A Comprehensive Plan for Washtenaw County," adopted 9/24/2004 by Washtenaw County BOC, regarding land use in and around villages),

Whereas, the Village may provide public utilities to certain lands adjacent to its borders under the right circumstances, and the Village of Dexter does not endorse private wastewater facilities adjacent to its borders,

Whereas, the Village of Dexter has an interest in preserving natural features and open space, and creating recreational opportunities,

Whereas, the Village of Dexter has every intention of following the Baker Road Corridor Plan, (**copy attached as Exhibit A**)

Whereas, the Village of Dexter has an interest in creating residential and business (commercial or industrial) opportunities for the community and County,

Whereas, the contiguous lands would allow for logical connectivity of roads, trail ways and development in the community,

Whereas, the Village of Dexter and the surrounding communities could mutually benefit economically from new development and recreational opportunities that could occur on this property,

Whereas, the Village of Dexter has stated the above goals to Scio Township, sought public input by placing this item on every regular Village Council meeting agenda for over a year following the date of submission of the petition, held a specific public meeting through its Planning Commission, and passed a resolution that supports slow managed growth opportunities,

Whereas, the Village of Dexter made a reasonable effort to communicate with and negotiate a joint development agreement with Scio Township as delineated by the timeline and interactive events provided hereto:

01-2004 to 05-2004 Scio Township Planning Commission and Village of Dexter Planning Commission met to develop the "Baker Road Corridor Joint Planning Initiative". Copy attached as Exhibit A.

February 2005 Village adopted Baker Road Corridor Plan

April 2005 Public meeting held at Dexter High School, Peters Building Co. presents "Harvest Valley Concept".

May 17, 2005 Scio Township board re-affirms prior annexation agreement (1981) with Village of Dexter.

July 22, 2005 Peters Building Company made a formal request to the Village of Dexter to annex approximately 320 acres. Copy of request attached as Exhibit B.

August 9, 2005 Scio Township Board fails to adopt "Baker Road Corridor Joint Planning Initiative".

September 2005 Village of Dexter Planning Commission holds Town Hall Meeting to hear public comment about annexation request.

October 2005 Dexter Village Council and Scio Township Board meet to discuss annexation request.

February 2006 Dexter Village Council passes a "Resolution for the Purpose of Establishing Council Policy Statements on Growth". Copy attached as Exhibit C.

March 2006	<i>Dexter Village Council and Scio Township Board meet to discuss annexation request and Scio Township agreed that it might be possible for them to enter into some kind of an agreement with the Village of Dexter and requested that future meetings be held on a sub-committee level.</i>
March 27, 2006	<i>Village of Dexter Council selected Jim Carson and Jim Seta to continue discussions with selected Scio Township representatives.</i>
April 24, 2006	<i>First sub-committee meeting took place.</i>
May 18, 2006	<i>Second sub-committee meeting took place.</i>
July 2006	<i>Village of Dexter President, Jim Seta received e-mail from Scio Township Supervisor, Charles Neilson that there is no longer any interest from any Scio Township Board member to continue discussion.</i>

Whereas, the Village of Dexter currently has annexation agreements and 425 agreements with Scio Township, and annexation does not remove property from the Township, and

NOW THEREFORE BE IT RESOLVED, that the Village of Dexter has seriously considered the petition, and desires to pursue slow managed growth opportunities consistent with the Village's goals and the County's Comprehensive Plan through annexation of the Sloan Farm & Kingsley property;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Dexter in a regular meeting as follows:

1. That the Village Council of Dexter, Washtenaw County, Michigan, petitions the Board of Commissioners of the County of Washtenaw to annex to the Village of Dexter the following described land:

Five tax parcels, 08-07-400-004, 08-07-400-003, 08-07-400-002, 08-08-300-002, and 08-08-300-001, encompassing approximately 320 acres along both sides of Baker Road. Metes and bound property description attached as Exhibit D.

2. That the President and Clerk of the Village of Dexter are authorized to sign a petition directed to the Board of Commissioners of Washtenaw County and to attach a copy of this resolution to the petition, said petition requesting that the Board of Commissioners hold a hearing and take action on the petition as prayed for in the petition.

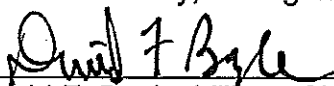
Moved by: Carson

Seconded by: Walters

Yeas: Keough, Semifero, Walters, Carson and Seta

Nays: Cousins, and Fisher

I hereby certify that the above is a true copy of the resolution passed at a meeting of the Village Council of the Village of Dexter held in the Village of Dexter, Washtenaw County, Michigan on August 28, 2006

A handwritten signature in black ink, appearing to read "David F. Boyle", is written over a horizontal line.

David F. Boyle, Village Clerk

RESOLUTION FOR THE PURPOSE OF
ESTABLISHING COUNCIL POLICY
STATEMENTS ON GROWTH

Whereas, the Village of Dexter has been petitioned by the owner of lands, more commonly known as Sloan Farm and Kingsley Property adjacent to the Village for annexation of property from Scio Township into the Village of Dexter,

Whereas, the opportunity to grow at a slow managed pace is in the Village of Dexter's best interests economically and the Village of Dexter has decided it is in its best interests to continue discussions with surrounding Townships to find opportunities for slow managed growth,

Whereas, the Village may provide the ability for public utilities, and the Village of Dexter does not endorse private wastewater facilities adjacent to its borders,

Whereas, growth adjacent to the Village of Dexter is consistent with the Comprehensive Plan for Washtenaw County

Whereas, the Village of Dexter has an interest in having a voice in the type and size of development that occurs adjacent to its existing borders,

Whereas, the Village of Dexter and Scio Township could mutually benefit economically from new development that may arise out of any agreements between the two communities,

Whereas, the Village of Dexter desires to expand its existing Industrial, commercial and residential base to improve the general economic condition of the Village of Dexter

Whereas, the Village of Dexter currently has annexation agreements and 425 agreements with Scio Township, and annexation does not remove property from township, and

NOW THEREFORE BE IT RESOLVED, that the Village of Dexter desires to pursue slow managed growth opportunities and pursue an agreement with Scio Township for the Sloan Farm & Kingsley property; an agreement that could be mutually beneficial to both communities and allow the Village to accomplish the above described goals.

Resolution offered by: Semifero and Seconded by: Carson

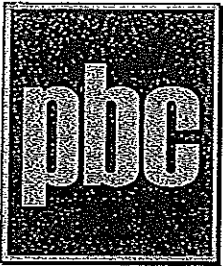
Yeas: Carson, Keough, Semifero, Walters, and Seta

Nays: Cousins, and Fisher

Absent:

RESOLUTION DECLARED ADOPTED THIS 27th DAY OF FEBRUARY 2006
Resolution #2-2006

Copy
David F. Boyle, Village Clerk

**PETERS BUILDING CO.**

172 S. INDUSTRIAL DRIVE • P.O. BOX 577
SALINE, MICHIGAN 48176
www.petersbuilding.com

(734) 429-4200

FAX: (734) 429-2678

RESIDENTIAL • COMMERCIAL • DEVELOPMENT

July 22, 2005

Ms. Alison Bishop
Village of Dexter
8140 Main Street
Dexter, MI 48130

RE: HARVEST VALLEY / SLOAN FARM
ATWELL-HICKS, INC. PROJECT #100624

Dear Ms. Bishop:

In accordance with Ms. Donna Dettling's letter dated July 12, 2005, our company would like to request annexation of a portion of the properties commonly known as the Sloan Farm and Kingsley property into the Village of Dexter from Scio Township. The subject site consists of all or part of five parcels, whose tax identification numbers are as follows: 08-07-400-004, 08-07-400-002, 08-07-400-003, 08-08-300-002 and 08-08-300-001. Also, enclosed are copies of the legal descriptions as surveyed. The five parcels make up +/- 320 acres both east and west of Baker Road. For the purpose of this and subsequent submittals we have named this unique project Harvest Valley.

Sincerely,

A handwritten signature in dark ink, appearing to read 'James G. Haeussler', is written over a horizontal line.

James G. Haeussler
President

JGH/lmr

cc: Tom Covert, Atwell-Hicks, Inc.

VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

July 12, 2005

Jim Haeussler
Peter's Building Company
172 S. Industrial Drive
P.O. Box 577
Saline, MI 48176

Re: Annexation Request Dated May 17, 2005

Dear Mr. Haeussler:

At the regular Village Council meeting on July 11, 2005, Village Council made a motion authorizing me to respond to your request for annexation dated May 17, 2005 with the following:

“Require that the petition received from the developer be free of enclaves”.

Please contact me, if you have questions regarding this response.

Respectfully,

COPY

Donna Dettling
Village Manager

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: April 25, 2005
Re: Annexation and 425 Agreements

Jim Haeussler requested information from the Village as to what the Village requires in a formal annexation request. I have not processed an annexation request before, and I'm not 100% sure what is needed in an annexation request. For reference several documents are being provided along with an analysis of the data. Most of these documents have been presented to Council in the past at one time or another. I have compiled the documents in one place with page numbers for your convenience. A list of the documents is included on page two of this memo.

So we can focus on what we've learned so far about annexation and 425 agreements, I have highlighted key points from the W. Beach presentation dated 8-23-04. Following these key points are several recommendations for next steps.

HISTORICAL AGREEMENTS

- 1981 Annexation Policy, the Township agreed not to oppose annexation by the Village of described territories as long as they were contiguous and did not create enclaves of Township property within the Village boundary.
- Village may provide water and sewer to annexed property. No requirement to provide water unless there is a health issue. State law requires all residents within 200 feet of public sewer to hook up to the sewer. Cost to be borne by those who receive the services through special assessments.
- Public roads and bridges will transfer to Village jurisdiction upon annexation.
- The 1995 amendment placed a moratorium on annexation of all developed land in Phase I and II by the Village until December 31, 2006, unless eligible for annexation and requested by the property owner.
- The consent of the Township to allow annexation by the Village of those properties governed by the current agreements extends into the reasonable and immediate future.
- The 1995 amendment indicates that there would be future considerations given to the boundary between the township and the Village.
- The intent of all the agreements implies that the documents will not preclude property owners from their right to petition for annexation into the Village.

ANNEXATION PROCESS-----

- Annexation eligibility requires that the boundary be contiguous (proportionate size not merely touching corners), cannot create enclaves.
- Property owner petitions village or village can initiate annexation. Petition contains metes and bounds description of property and the reasons why the property should be annexed to the village.
- No statutory requirement for village to hold a public hearing. Village Council action in support of the petition would place the annexation request before the County for action.
- County must hold a public hearing and the village must publish a notice. The notice must be published at least 3 weeks prior to the County public hearing.
- The Village would do a well thought-out presentation to the County.
- Township officials and township residents would express their opinion about the annexation.
- The County vote on the annexation is discretionary, but the board generally only looks at the process to determine if the property is contiguous, and does not create any enclaves.
- The County's decision on an annexation petition is a legislative prerogative of the county, which courts cannot second-guess.
- Detachment is not an option for Townships, because the General Law Village Act permits detachment only by petition adopted by resolution of the village council and submitted to the county.

ACT 425 CONDITIONAL TRANSFER OF PROPERTY

- Act 425 or Conditional Transfer of Property does not have a contiguity rule.
- Annexation of property in a 425 agreement can only occur after the term of the 425 agreement, unless specifically provided otherwise in the agreement.

- Property under village jurisdiction pursuant to a 425 is not village property for the purposes of contiguity.
- The term of a 425 cannot exceed 50 years, and it must include a legal description, and a tax sharing formulae, as well as the method of distributing the tax revenue.
- A 425 must contain the method of enforcing the provisions, a description of the services to be transferred, jurisdiction of the transferred property when the term ends, and manner of termination or rescission of the agreement.
- A 425 requires a public hearing by both the township and the village.
- A 30-day referendum period begins the day following the public hearing within which time (20%) of the registered voters residing within the transferred property can petition to hold a referendum on the 425 agreement.

NEXT STEPS:

The review above provides a framework for an annexation request. Although, I am suggesting next steps based on this information, I strongly recommend that legal guidance be sought throughout this process. The request from the property owner for annexation, must contain at a minimum the metes and bounds description of the property and the reasons why the property should be annexed to the Village. At this point it seems this is the only information needed to initiate a petition for annexation. However, this is clearly not enough information for Village Council to support the petition and place a request before the County for consideration. As stated in Mr. Beach's presentation about the process for petitioning the County (in which the Village is the petitioner): "the village would make a presentation to the County Board that is pre-planned and carefully orchestrated so that there are few surprises as possible for the board. If, in order to placate potential township objection, this requires negotiating side agreements with the township, said action should be contemplated."

If the process is to move forward, it will require that Village Council make a commitment to the annexation or commit to entering into negotiations with the township for a 425 agreement. It is unlikely that Village Council can make this kind of a commitment without additional information. It will, therefore be essential, if the process is intended to continue that Council require traffic, environmental, water and sewer capacity analysis, market study, and financial information to help sort out the issues and make the decision to move forward with the annexation request, a 425 agreement, or simply end the village's involvement in the project because the data does not support moving forward.

Council will need to decide what information is essential in making this decision, and develop a process to acquire this information. The recently adopted Master Plan section on Planning for Properties Outside the Current Village Limits (see page 10 of the attached documents) includes five areas of study that provide a place to start. Council also needs to decide when, during this process to involve Scio Township. It is understood that any costs associated with the process of sorting out Council's review and decision on an annexation request would be borne by the applicant. This would include but not be limited to legal fees and consulting services for traffic, environmental, water and sewer, market, or financial analysis.

LIST OF DOCUMENTS

- | | |
|---|------------|
| 1) W. Beach Presentation 8-23-04 | Page#1-8 |
| 2) Master Plan -- Property Transfer Agreements | Page#9-13 |
| 3) Current Annexation & 425 Agreements (Summary Document) | Page#14-18 |
| 4) Actual documents referenced in the summary document | Page#19-59 |
| 5) One-Page Plus on Act 425 Conditional Land Transfers | Page#60-64 |
| 6) One-Page Plus on General Law Village Annexation | Page#65 |
| 7) Act 7 Urban Cooperation Act of 1967 | Page#66-75 |
| 8) GLV Act 3, Section 74.6 | Page#76 |



VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

AGENDA 10-22-07

ITEM L-2

Village Council

Jim Seta
President

Shawn Keough
President Pro-Tem

Jim Carson
Councilperson

Paul Cousins
Councilperson

Donna Fisher
Councilperson

Joe Semifero
Councilperson

Ray Tell
Councilperson

Administration

Donna Dettling
Manager

David Boyle
Clerk

Marie Sherry, CPFA
Treasurer/Finance Director

Courtney Nicholls
Assistant Village Manager

Ed Lobdell
Public Services Superintendent

Allison Bishop, AICP
Community Development Manager

THE VILLAGE OF
DEXTER IS AN EQUAL
OPPORTUNITY
PROVIDER AND
EMPLOYER

www.
villageofdexter.org

Date: October 18, 2007

To: Dexter Village Council

Re: CDBG - Grant Closeout

In 2005, the Village was awarded a \$219,000 Economic Development grant from the Community Development Block Grant Program, which was made available to support projects that created jobs in the area. This money was obtained as part of the Monument Park Building Project and was used to fund the parking improvements on Alpine Street. As part of the grant close out requirements, a public hearing is required. The purpose of the public hearing is to inform the public of the results of the project.

The proposed date of the public hearing is November 12, 2007. The required notice will be published in the Dexter Leader on November 1, 2007. A copy of the notice is included.

Sincerely,

Courtney L. Nicholls
cnicholls@villageofdexter.org

PUBLIC HEARING
VILLAGE OF DEXTER
Monday, November 12, 2007
Dexter Senior Center
7:30 p.m.

At 7:30 p.m. on Monday, November 12, 2007 the Dexter Village Council will hold a public hearing in regards to the closeout of the following grant:

Michigan Community Development Block Grant

Project No. MSC 203030-EDIG

Project Title: Downtown Parking Improvements Project

Purpose/Nature of the Project: Economic Development – Job Creation

This hearing is to inform the public of the results of this project and to close out the project in accordance with the terms of the Grant Agreement.

VILLAGE OF DEXTER

ddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: October 22, 2007
Re: Resolution for establishing Tree Replacement Fees
Item L-3

AGENDA 10-22-07
ITEM L-3

Attached is a draft Resolution establishing a sliding fee tree replacement schedule. Creation of this resolution is a requirement due to a recent amendment to Article 6, Landscaping Standards of the Village of Dexter Zoning Ordinance.

Staff is recommending the adoption of the Resolution.

**VILLAGE OF DEXTER
WASHTENAW COUNTY, MICHIGAN**

**RESOLUTION FOR THE PURPOSE OF ESTABLISHING TREE
REPLACEMENT FEES FOR CONTRIBUTION TO THE VILLAGE'S TREE FUND**

WHEREAS, the Dexter Village Council approved an amendment to Article 6, Landscaping Standards, of the Village of Dexter Zoning Ordinance on September 10, 2007; and

WHEREAS, the ordinance revisions permit the off-site tree mitigation or a financial contribution if the Planning Commission determines that no practical or feasible alternative exists for on-site tree mitigation; and

WHEREAS, the Village wishes to discourage unnecessary tree removal; and

WHEREAS, the Village wishes to promote good site design that minimizes tree removal and is sensitive to existing on-site vegetation; and

WHEREAS, payment to the fund per tree removed shall be in accordance with replacement fee schedule established by the Dexter Village Council;

BE IT THEREFORE RESOLVED, that the Village of Dexter establishes the following sliding fee schedule for financial contributions required per the ordinance to be paid to the Tree Fund, or other fund as designated by the Village Council, to be used for tree replacement throughout the Village of Dexter.

# OF TREES REMOVED	CONTRIBUTION DUE
0-50	\$250
50-100	\$200
100-500	\$150
500 OR MORE	\$100

MOVED BY: _____ SUPPORTED BY: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED THIS _____ DAY OF _____.

Jim Seta, Village President

CERTIFIED BY:

David Boyle, Village Clerk

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

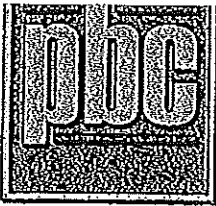
To: President Seta and Council
From: Donna Dettling, Village Manager
Date: October 22, 2007
Re: Request to designate Private Roads Public
Item L-4

AGENDA 10-22-07

ITEM L-4

Attached is a request from Jim Haeussler of Peters Building Co. for consideration from Council to designate Cambridge Drive (Plat 1 and Phase 2) and Preston Circle (5a) public roads. In preparation to bring this before Council, Dykema was asked to provide comment. An email from Dan Schairbaum is also included for your review.

I am recommending that Council allow staff to work with Mr. Haeussler and our legal counsel to address the questions raised and prepare the documents necessary to designate these private roads as public. This matter would be brought back to Council for a formal vote to accept the roads as public and determine if a new security will be needed or waived.



PETERS BUILDING CO.

172 S. INDUSTRIAL DRIVE • P.O. BOX 577
SALINE, MICHIGAN 48176
www.petersbuilding.com

(734) 429-4200

FAX: (734) 429-2878

RESIDENTIAL • COMMERCIAL • DEVELOPMENT

September 19, 2007

Village of Dexter
8140 Main Street
Dexter, MI 48130

**RE: DEXTER CROSSING
DESIGNATION TO PUBLIC ROADS**

ATTENTION: Donna Dettling, Village Manager, Jim Seta, Village President, and
Village of Dexter Council Members:

Pursuant to the Village of Dexter Council action taken on July 9, 2007 under new business agenda item L4 (Consideration for Dedication of Public Right of Way and Utilities for Dexter Crossing Plat 1, Phases 2-5a), we request that the designation of Cambridge Drive (Plat 1 and Phase 2) and Preston Circle (5a) be designated as public roads.

Thank you for your prompt attention to this matter.

Sincerely,

James G. Haeussler
President

JGH/psg

Donna Dettling

From: Schairbaum, Daniel [DSchairbaum@dykema.com]
Sent: Thursday, October 18, 2007 2:57 PM
To: Donna Dettling
Cc: Gordon, Jonathan
Subject: RE: Private vs. Public

Donna,

A few comments re the proposal to dedicate Preston Circle and Cambridge Drive to the Village:

1) The first order of business is to determine who owns Preston Circle and Cambridge Drive. The original dedications completed in July were from Blackhawk Development Corporation to the Village. Allison's email indicates that the Homeowner's Association might now hold title. The party making the request must provide proof of ownership (deed, title policy etc...) to the Village and subject to our review and approval.

2) In reviewing the materials in connection with the July 2007 dedications, it appears that one of the Quit Claim Deeds included at least a portion of Cambridge Drive (phase 2?). Is there an additional portion of Cambridge Drive at issue in connection with the current request?

3) In terms of the security for maintenance and repairs. A simple solution might be to add Prescott Circle and the additional portion of Cambridge Drive to the Letter of Credit (via Amendment No. 2) that was issued in connection with the dedications made in July. However, in order to appropriately assess we must first answer the ownership issue raised above. You could also amend the Maintenance and Guarantee Bond. Otherwise, new security will need to be provided or the Village may waive this requirement.

4) It appears that the underground infrastructure in Prescott Circle and Cambridge Drive has already been conveyed to the Village.

5) As far as the portion of Cambridge Drive that lies within Plat 1, I'm not sure that a plat amendment is actually necessary. If the road is a separately platted lot owned by the Homeowner's Association it can be transferred to the Village pursuant to the same Quit Claim Deed process used for the prior dedications. Do you have a copy of the Plat?

6) Short Summary--Petitioner must provide proof of ownership for review and approval by Village and its counsel, Village needs to determine whether it will require maintenance and guarantee bond/letter of credit, depending on ownership, a deed transferring the roads to the Village will need to be recorded. The Village cannot simply "designate the roads as public" without an actual transfer of fee simple ownership from the private entity.

I have a few questions re the prior dedications that I will cover with Jon upon his return next week. Hopefully this gives you the guidance you require for the meeting next week. If not, please feel free to call at your convenience.

Best regards,

Dan

DANIEL J. SCHAIRBAUM
DYKEMA GOSSETT PLLC

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

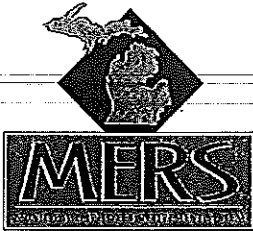
To: President Seta and Council
From: Donna Dettling, Village Manager
Date: October 22, 2007
Re: MERS Program "E" Post-retirement adjustment

AGENDA 10-22-07
ITEM L-5

Attached is a resolution for adopting benefit program "E" increase to be effective on adjustment date January 1, 2008.

I am recommending that there be **NO post-retirement adjustment effective January 1, 2008**. We have not achieved the "Carve-Out" of the 7 active and 1 retired DAFD employees from our MERS group. The Resolution from DAFD was adopted, but action by MERS to create a new group for the DAFD has not occurred. The rationale behind the "Carve-Out" is that it allows each Board (Village of Dexter and DAFD) a say over annual adjustment to their respective retirees. More importantly during labor negotiations it allows each group the opportunity to make changes to active employee pension program.

Council may choose to provide the Traditional "E" 2% adjustment or Flexible "E" any % or dollar amount you prefer. The Traditional E will cost an additional \$1,800 per year, which is an increase on the MERS multiplier of .17%. Amortized over 30 years the accrued liability for the 2% adjustment is \$32,018.



Municipal Employees' Retirement System of Michigan

1134 Municipal Way, Lansing, Michigan 48917

Anne M. Wagner, Chief Executive Officer

Phone (517) 703-9030 • (800) 767-6377 • Fax (517) 327-8336 • Web site: www.mersofmich.com

To: Participating Municipalities and Courts
From: Anne M. Wagner, Chief Executive Officer *AW*
Date: October 3, 2007
Re: **IMPORTANT INFORMATION REGARDING BENEFIT PROGRAM E**
Benefit Program E – Cost Analysis and Required 50% Funded Policy

The actuarial cost analysis of providing post-retirement adjustments effective January 1, 2008, under MERS Benefit Program E is enclosed. The program is authorized under Section 20 of the MERS Plan Document. A reprint of the language is included. The actuarial services contract requires the annual preparation of this analysis for consideration by each participating entity that has NOT adopted either E-1 or E-2. Please note that the analysis is on a division-by-division basis.

In accordance with Board policy adopted in 2005, **a municipality may not adopt a resolution to grant Benefit Program E if it brings the funding level below 50% for the municipality or divisions within a municipality.** If you are planning on adopting Benefit Program E and amortize the cost, you may determine your new funded level by following the steps outlined on the back of this letter.

If your funded level will drop below 50% for the municipality or a division, you may not adopt Benefit Program E and amortize the cost. The policy does allow a municipality to make cash contributions to increase the funded level. Please contact your MERS Employer Relations Representative for more information.

The enclosed cost analysis by the actuary is based upon Benefit Program E's longstanding, *traditional* annual 2% increase of the amount of each retirement allowance since the last date Benefit E was adopted for your retirees in your respective divisions.

However, this analysis does not reflect the cost should you decide to provide "flexible" Benefit E. The cost would be dependent upon the increased amount of the monthly benefits. "Flexible" Benefit E allows you to specify a percentage adjustment factor or a fixed monthly dollar increase for B. 2) (a) only those retired before a certain date and (b) for each retirement allowance for the number of years specified by your governing body.

This notice is for your information and is not, in any way, an endorsement by MERS. Adoption of Benefit E by your governing body is discretionary. However, should you choose to do so, **for any Benefit E increase to be effective in calendar year 2008, the enclosed Uniform Resolution must be completed and filed with MERS by November 21, 2007.** You will be sent a confirmation card after we receive your completed resolution.

Please contact Cathy Watkins, MERS Office of Employee and Retiree Services, Retiree Division (800-767-2308), if you have any questions.

Enc.

DETERMINE NEW FUNDED LEVEL
AFTER ADOPTION OF BENEFIT PROGRAM E

DIVISION

- Step #1 On Table 13 of your Annual Actuarial Valuation as of December 31, 2006, determine:
- a. Total Valuation Assets by division
 - b. Total Actuarial Accrued Liabilities by division
- Step #2 On the Benefit Program E calculation, determine the "Increase in Annual Actuarial Accrued Liability" for the division.
- Step #3 Add #1b and #2 together.
- Step #4 Divide the Valuation Assets (#1a) by the total in Step #3 to determine new funded percentage after adoption.

MUNICIPALITY

- Step #1 On Table 13 of your Annual Actuarial Valuation as of December 31, 2006, determine:
- a. Total Valuation Assets by municipality
 - b. Total Actuarial Accrued Liabilities by municipality
- Step #2 On the Benefit Program E calculation, determine the "Increase in Annual Actuarial Accrued Liability" for each division you are adopting Benefit Program E. Add these together.
- Step #3 Add #1b and the total from #2 together.
- Step #4 Divide the Valuation Assets (#1a) by the total in Step #3 to determine new funded percentage after adoption.

Village of Dexter (8217 - 01) - General (Division 1)

Employer Computed Contributions -- Based on 12/31/2006 Actuarial Valuation

Under Benefit Program E, each retirement benefit being paid before the program becomes effective is redetermined the next January 1 by multiplying the retirement benefit otherwise payable by the following percent: 100% plus 2% for each full year in the period from the date the retirement benefit became effective (or the last applicable E adoption date, if later) to the January 1 as of which the redetermination is being made (1/1/2008). Retirees already covered under Benefit Program E-1 or E-2 are not affected.

	Current Benefits	Proposed Benefit E	Difference
1. Member Counts			
a) Active	21	21	0
b) Retired - Affected by Benefit E	6	6	0
c) - Not Affected by Benefit E	0	0	0
d) - Total	6	6	0
e) Vested Former Members	1	1	0
f) Total	28	28	0
2. Annual Payroll			
a) Active Members	\$1,055,372	\$1,055,372	\$0
b) Retiree Benefits - Affected by Benefit E	\$96,671	\$99,892	\$3,221
c) - Not Affected by Benefit E	0	0	0
d) - Total	\$96,671	\$99,892	\$3,221
e) Deferred Vested Benefits	\$9,325	\$9,325	\$0
3. Actuarial Value of Assets	\$2,176,383	\$2,176,383	\$0
4. Actuarial Accrued Liability			
a) Active	\$1,844,597	\$1,844,597	\$0
b) Retired	1,043,258	1,075,276	32,018
c) Vested Former Members	89,201	89,201	0
d) Pending Refunds	8,493	8,493	0
e) Total	\$2,985,549	\$3,017,567	\$32,018
5. Unfunded Accrued Liability (UAL) (4e - 3)	\$809,166	\$841,184	\$32,018
6. Division Percent Funded (3 / 4e)	72.9%	72.1%	(0.8%)
7. Cost as a Percentage of Payroll			
a) Employer Normal Cost	5.72%	5.72%	0.00%
b) Amort. of UAL (over 29 years)	3.93	4.10	0.17
c) Total Long Term Employer Contribution (7a + 7b)	9.65	9.82	0.17
d) Overfunding Credit	0.00	0.00	
e) Total Regular Employer Contribution % (7c + 7d)	9.65%	9.82%	
f) Total Regular Employer Contribution \$ (7e x 2a)	\$101,844	\$103,644	\$1,800

As shown in item 5, the lump sum payment required to fully fund the adoption of Benefit Program E is \$32,018. If, instead, the liability increase is amortized over 29 years, the increase in the long term employer contribution requirement will be 0.17% of active member payroll (item 7c). Based on valuation payroll (item 2a), and overfunding credits, if any, the first year contribution increase will be \$1,800 (item 7f).

Should this division be closed to new hires, then the Board-approved Amortization Policy for Closed Divisions Within Open Municipalities shall apply. The policy decreases the MERS standard amortization period for unfunded accrued liabilities by 2 years each valuation year, until a minimum 5 year amortization is attained. This would result in larger near-term employer contributions for unfunded liabilities, if any.



MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN

**UNIFORM RESOLUTION FOR ADOPTING BENEFIT
PROGRAM "E" INCREASE TO BE EFFECTIVE
ON ADJUSTMENT DATE JANUARY 1, 2008**

**Must be filed with MERS by November 21, 2007,
to be effective for Calendar 2008**

Note: Numbers 1 and 2 must be completed.

1. As authorized by Section 20 of the MERS Plan Document as revised the _____
(Participating Municipality)

_____ adopts for the following (circle **only** A or B):
(Municipality No.)

A. All retirees and beneficiaries.

or

B. Retirees and beneficiaries in Divisions: _____
Specify Division Number(s)

2. The increase will be (Traditional E or Flexible E—choose either A **or** B):

A. **Traditional E** (For all who retired on or before December 31, 2006, as computed in the
actuary's cost analysis.)

Two percent (2%) of the retirement allowance payable immediately prior to the adjustment
date, for each complete calendar year since the last adjustment date for which Benefit E was
adopted, or effective date of retirement allowance, whichever is shorter.

or

B. **Flexible E** (Complete the following.)

1) Type of increase _____% or flat dollar amount per month \$ _____.

2) Increase applies in the following manner:

(a) Only those retired on or before _____.

(b) Number of years for adjustment _____.

I certify that this Resolution was adopted by the _____

Governing Body

at its meeting held on _____.

Dated: _____

Signature of Authorized Official

Title

**MUNICIPAL EMPLOYEES' RETIREMENT
SYSTEM OF MICHIGAN
PLAN DOCUMENT**

ARTICLE III. RETIREMENT REQUIREMENTS AND BENEFIT PROGRAM.

Sec. 20. Benefit Program E; Adoption or Readoption; Effective Date; Adjustment Date; Adjustment Factor; Prohibition.

- (1) A participating municipality may by resolution of its governing body or a participating court may by administrative order of its chief judge adopt or readopt Benefit Program E. The resolution or administrative order shall specify:
 - (a) the effective date(s) of retirement for the eligible retirants and beneficiaries; and
 - (b) either (i) a percentage adjustment factor; or (ii) a fixed dollar amount.

The adjustment factor or fixed dollar amount shall specify its application to all retirees, or each retirement allowance in effect for the date(s) specified.

- (2) The adjustment date under Benefit Program E shall be the first January 1 coincident with or subsequent to the effective date of the change in coverage and which is also at least 30 days after the adoption or readoption of Benefit Program E.
- (3) The amount of the retirement allowance of a retirant or beneficiary whose participating municipality or participating court has adopted or readopted Benefit Program E shall be adjusted on the adjustment date. The amount of adjustment shall be added to the amount of retirement allowance payable immediately prior to the adjustment date.
- (4) Benefit Program E shall not be applied to a retirement allowance that is subject to adjustment under the provision of Benefit Program E-1 or Benefit Program E-2.
- (5) A participating municipality or a participating court shall not adopt Benefit Program E under this section for retirement allowances payable under Benefit Program H.

History: 1988 PA 500, Eff. Dec. 29, 1988, and Plan Document of 1996.

Note 1: Relocation of text from former subsection (4) (added by Board action of May 20, 1997) to subparagraph 1(b) along with following sentence; per Board action of October 22, 1998, with immediate effect.

Note 2: Bold text in subsection (1) added, and (b) and remaining text inserted from former (4); (3) revised; former (4)-(6) deleted; and former (7) renumbered as (4); by Board action of October 22, 1998, with immediate effect.

Note 3: Bold text in subsection (5) added March 14, 2006, with immediate effect: all provisions then amended create the Hybrid Plan, Benefit Program H, and include: sections 2A(1), 2C(7), 6(1), 7(1), 10(1), 11(4), 12(1)(d) and (2), 19B added, 20(5), 21(8), 22(8), 23(2)(a), 23A(5), 24(5), 26(2) and (5)(a) and (6), 27(4), 28(3), (3)(a) and (4), 30(1), 32(5), 39(1), 44(2)(b), 44A(2)(b), 46(1), 46A(1), and 47(1)(a).

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: October 22, 2007
Re: "Right of Entry Agreement"
Item L-6

AGENDA 10-22-07
ITEM L-6

Attached is the version of the "Right of Entry Agreement" that the Dexter Community School Board will take action on at their meeting this evening. The bold indicates changes from the first agreement we entered into that ended in September. This document was reviewed by our Attorney as well as the School's.

Christine Cale will attend the School Board meeting to answer questions about the agreement and provide an update on what the next steps would be if the document were executed. It may work out that she would return to the Council meeting in time to provide an update from the School Board before action is taken on our agenda.

A motion authorizing the Village President to enter into this agreement on behalf of the Village is needed.

Our goal is to mobilize the Well Drilling Company next week to continue exploration of the aquifer, and ultimately perform a 24-hour pump test to determine the aquifers suitability for a municipal well.

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2007, between the DEXTER COMMUNITY SCHOOL DISTRICT, a Michigan Municipal Corporation, of 7714 Ann Arbor Street, Dexter, Michigan 48130, hereinafter referred to as Licensor, and the VILLAGE OF DEXTER, a Michigan General Law Village, of 8140 Main Street, Dexter, Michigan 48130, hereinafter referred to as Licensee.

The Licensor grants to the Licensee a license to enter upon the property commonly known as 2200 North Parker Road, Dexter, Michigan 48103 – Tax Code No. H-08-07-200-009 (“Property”) for the sole purposes of making surveys, drillings, measurements, examinations, tests, soundings and borings, and taking photographs or samplings, appraising the Property, conducting environmental inspections, and determining whether the Property is suitable as a site for a municipal well, water plant, pipes, and system. This license is non-exclusive and Licensor may grant other licenses, leases, or other rights to any other person or entity.

It is understood that this Agreement creates a license only and that the Licensee does not have and shall not claim at any time any interest or estate of any kind or extent in the Property by virtue of this license or the use of the Property. The parties acknowledge that this consent is given under the terms and provisions of Public Act 87 of 1980, as amended [MCLA 213.54(3)]. The entry shall be made upon reasonable notice and reasonable hours. The entry made pursuant to this consent shall not be construed as a taking of any interest in the Property.

This agreement expressly limits the Licensee to investigate no more than two (2) test wells at locations mutually agreeable to both parties and that the exact location must be reviewed and approved by Licensor's consultant prior to drilling.

The term of this license and right of entry shall commence as of the date of this Agreement and terminate on **March 1, 2008**.

The Licensee's agents, attorneys, surveyors, engineers, and employees, may enter the Property together with their vehicles and equipment for the purposes set forth herein.

The Licensee shall indemnify, defend and hold harmless the Licensor against all claims for damage to property or injury to persons resulting or arising from the entry, testing, drillings, borings, inspections or other activities authorized hereunder and/or any construction liens filed by any of Licensee's contractors. For this purpose, prior to entering the Property, the Licensee shall cause a policy of general liability insurance to be issued insuring the Property and the Licensor as member insured in an amount not less than FIVE MILLION and no/100 DOLLARS (\$5,000,000.00) during the term of the Agreement and Licensee shall provide to Licensor a certificate or endorsement which identifies Licensor as an insured party under such policy and which provides that such insurance coverage shall not be terminated or the amount of coverage reduced without first providing thirty (30) days written notice to Licensor

The Licensee shall not assign its rights under this Agreement without the express written consent of the Licensor.

The making, delivery and execution of this Agreement by the Licensee and by the Licensor have not been induced by any representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties, relating to the subject matter. This instrument may be amended or modified only by a written instrument signed by the duly authorized officers of the Licensee and the Licensor. The Licensee agrees to make restitution for actual damage resulting from the entry, disturbance of buildings and below-ground lines (whether apparent or not) and other structures, except that actual damage shall be limited and restricted as defined and used in Subsection (3), Section 4, of

Public Act 87 of 1980, as amended.

The Licensee acknowledges that it enters upon the Property with full knowledge of the uncertain conditions of the Property and that it assumes sole and entire responsibility for any loss of life or injuries to persons or property that may be sustained to its agents, attorneys, employees, engineers, and contractors.

The Licensee shall deliver copies of all surveys, measurements, drillings, examinations, tests, photographs or samplings, appraisals of the Property, and environmental inspections to Licensor as they are performed, without expense to Licensor. The parties agree that neither shall advise any other person of the contents of said inspections and findings or any part thereof without the prior written consent of the other party; provided, however, that either party may furnish a copy of said reports to any consultant engaged or commenting upon the results of said study, or if required by law. It is further agreed that Licensor shall be responsible for determining whether any legal responsibility exists to inform any person or entities of the condition of the Property, and if so, to make such report.

On or before the expiration of this Agreement, Licensee shall remove any and all of its equipment from the Property and restore the Property to the condition existing immediately prior to such entry.

Licensor and Licensee acknowledge and agree that the purpose of this Agreement is to allow Licensee to assess the suitability of the Property for the installation of a municipal well and related improvements and does not grant Licensee any possessory or other rights except as expressly set forth herein. Nothing contained in this Agreement shall be deemed to obligate Licensor to lease the Property to Licensee or otherwise allow Licensee to install and/or maintain a municipal well and related improvements on the Property.

Licensor and Licensee acknowledge and agree that in the event it is determined that this site will support a municipal well and terms are reached between the parties to develop the site, the Licensee shall at all times operate such municipal well in accordance with all applicable State Statutes and otherwise in a manner which protects people in the neighborhoods that have wells in the aquifer.

All of the terms and conditions of this agreement shall be binding upon and inure to the benefit of the successors, administrators, legal representatives and assigns of the parties. In the event of litigation between the parties arising out of or in connection with this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs. No consent or waiver by either party at any time of any provision of this agreement shall be deemed consent to any other action or waiver of any breach of any other provision, or a consent to any future action or later breach of the same or any other provision of the agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this agreement shall nonetheless continue in full force and effect without being impaired or invalidated in any way. This agreement may be executed in any number of counterparts and it shall be sufficient that the signature of each party appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. A facsimile signature to this agreement shall be sufficient to prove the execution by a party.

IN WITNESS WHEREOF, the parties have set their hands hereto.

VILLAGE OF DEXTER
a General Law Village

DEXTER COMMUNITY SCHOOL DISTRICT
a Michigan Municipal Corporation

By: James Seta

By: Evelyn Shirk Its: President Its: Superintendent

